



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Monday, April 4, 2005

5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – March 7, 2005
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Sandy Parker, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Statistical Reports, February 2005 1-9
 - b) General Report
 - c) Other
 - B. Bill Yoder, McLean County State's Attorney
 - 1) Items to be Presented for Action:
 - a) Request Approval of Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney –Title IV-D Child Support Enforcement 10-35
 - 2) Items to be Presented for Information:
 - a) General Report 36-37
 - b) Other

- C. Amy Davis, Public Defender
- 1) Items to be Presented for Action
 - a) Request Approval of Contract for Special Public Defender with Terry W. Dodds, Attorney at Law 38-42
 - b) Request Approval of Contract for Special Public Defender with Todd Roseberry, Attorney at Law 43-47
 - 2) Items to be Presented for Information:
 - a) Monthly Caseload Report, February 2005 48-50
 - b) General Report
 - c) Other
- D. Roxanne Castleman, Director, Court Services
- 1) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, February 2005 51-52
 - b) Juvenile Detention Center – McLean County Statistics, 2005 53-54
 - c) Juvenile Detention Center – Out of County Statistics, 2005 55-56
 - d) General Report
 - e) Other
- E. Beth C. Kimmerling, Coroner
- 1) Items to be Presented for Information:
 - a) 2004 Year-end Report 57-72
 - b) Monthly Report, February 2005 73
 - c) General Report
 - d) Other
- F. Cindy Brand, Jury Commission
- 1) Items to be Presented for Information:
 - a) Quarterly Report 74-76
 - b) General Report
 - c) Other
- G. Billie Larkin, Director, Children’s Advocacy Center
- 1) Items to be Presented for Information:
 - a) Monthly Statistical Report 77
 - b) CASA Report 78
 - c) General Report
 - d) Other

- H. Bill Gamblin, Director, 911 Administration
- 1) Items to be Presented for Information:
- a) Status Reports, February 2005 79-91
 - b) General Report
 - c) Other
- I. David Owens, McLean County Sheriff
- 1) Items to be Presented for Information:
- a) McLean County Detention Facility
Population Report, March 2005 92-94
 - b) 2004 Annual Report Review
 - c) General Report
 - d) Other
- J. John Zeunik, County Administrator
- 1) Items to be Presented for Action:
- a) Request Approval of Intergovernmental
Agreement between the City of Bloomington,
Town of Normal, County of McLean, and
The Emergency Telephone Systems Board 95-176
- 2) Items to be Presented for Information:
- a) General Report
 - b) Other

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to the County Board

7. Adjournment

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF FEBRUARY 2005
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	21	AD	9	0	5	25	22
Arbitration	259	AR	36	8	61	242	265
Chancery	183	CH	42	0	32	193	180
Dissolution of Marriage	443	D	51	0	50	444	561
Eminent Domain	8	ED	0	0	0	8	2
Family	194	F	20	0	25	189	191
Law => \$50,000 - Jury	283	L	14	0	7	290	276
Law = > \$50,000 - Non-Jury	139	L	8	0	5	142	150
Law = < \$50,000 - Jury	7	LM	0	1	0	8	10
Law = < \$50,000 - Non-Jury	130	LM	73	1	65	139	102
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	11	MH	13	0	12	12	8
Miscellaneous Remedy	149	MR	36	0	33	152	154
Order of Protection	16	OP	18	0	18	16	14
Probate	1,088	P	21	0	30	1,079	1,092
Small Claim	436	SC	206	52	195	499	449
Tax	5	TX	0	0	0	5	10
TOTAL CIVIL	3,373		547	62	538	3,444	3,487

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF FEBRUARY 2005
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONTEMPT OF COURT	6	C.C.	2	2	0	4	4	7
CRIMINAL FELONY	861	CF	111	111	2	98	876	847
CRIMINAL MISDEMEANOR	939	CM	198	198	0	173	964	1,011
TOTAL CRIMINAL	1,806		311	311	2	275	1,844	1,865

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF FEBRUARY 2005
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
JUVENILE	18	J	1	1	0	0	19	33
JUVENILE ABUSE & NEGLECT	312	JA	15	15	0	18	309	220
JUVENILE DELINQUENT	105	JD	9	9	8	26	96	107
TOTAL JUVENILE	435		25	25	8	44	424	360

REPORT D
 ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF FEBRUARY 2005
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONSERVATION VIOLATION	12	CV	0	0	2	10	12
DRIVING UNDER THE INFLUENCE	484	DT	76	0	69	491	403
ORDINANCE VIOLATION	999	OV	166	0	239	926	920
TRAFFIC VIOLATION	16,220	TR	3,253	26	2,965	16,534	15,815
TOTALS:	17,715		3,495	26	3,275	17,961	17,150

McLEAN COUNTY

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REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
DURING THE MONTH OF FEBRUARY 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOT CONVICTED								CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
					BENCH TRIAL	JURY TRIAL					
14	0	5	2	0	0	1	76	0	0	98	

NOT NECESSARILY DIFFERENT DEFENDANTS
 CLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT
 :NDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

*1 Case was NOT GUILTY for reason of insanity
 1 Case was let on pending that was term in August

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
THROUGH THE MONTH OF FEBRUARY 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
						BENCH TRIAL	JURY TRIAL				
JAN	4	0	8	0	0	0	1	54	0	0	67
FEB	14	0	5	2	0	0	1	76	0	0	98
MAR											
APR											
MAY											
JUNE											
JULY											
AUG											
SEPT											
OCT											
NOV											
DEC											
TOTAL	18	0	13	2	0	0	2	130	0	0	165

NOT NECESSARILY DIFFERENT DEFENDANTS

INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY VIOLENT, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

REPORT G
SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
DURING THE MONTH OF FEBRUARY 2005
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 76
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	0	4	3	10	14	31
4. PROBATION	0	0	3	13	12	14	42
5. OTHER	0	0	0	0	0	3	3
TOTALS:	0	0	7	16	22	31	76

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF FEBRUARY 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	1	0
FAMILY (OP)	10	1	2
CRIMINAL	1	2	1
TOTAL:	12	4	3

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY STATE'S ATTORNEY**

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

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PART I — SCOPE AND DEFINITIONS

- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
- B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in **Part I, Section B.**
- D. The term "TANF" is defined as Temporary Assistance for Needy Families.
- E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

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PART II — PARTIES' OBLIGATIONS

A. **Joint Obligations.** The parties agree:

1. That the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - a. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.

27 d. The Department's Child Support Enforcement Manual.

28 e. Title IV-D Action Transmittals issued by the Federal Office of Child Support
29 Enforcement.

30 f. Department letters and memoranda prescribing or interpreting IV-D policy and
31 procedures.

32 2. To use all reasonable diligence in performing the duties undertaken in this Agreement.

33 **B. Department's Obligations.** The Department agrees:

- 34 1. To refer or cause to be referred to the State's Attorney IV-D matters involving the
35 establishment of parentage and the establishment, modification, enforcement and collection
36 of child support obligations.
- 37 2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules,
38 regulations, policy and procedures affecting the handling of IV-D cases by the State's
39 Attorney within five (5) business days after receiving said changes and amendments.
- 40 3. To provide assistance to the State's Attorney for initial interview of custodial and
41 non-custodial parents and preparation of pleadings, including a determination of arrearages
42 owed, as reflected in Department, State Disbursement Unit and court payment records.
- 43 4. To review all cases referred to the State's Attorney to insure that information is both
44 pertinent and accurate and that documents are complete.
- 45 5. To make available to the State's Attorney the services of its State Parent Locator Service.
- 46 6. To provide access to IV-D case records of the Department for use by the State's Attorney
47 in performing its duties under this Agreement.
- 48 7. To inform the State's Attorney, within time periods required by Federal regulations or
49 Department policy, of any change in the status or composition of a IV-D case which would
50 affect handling of the case by the State's Attorney.
- 51 8. To monitor on a monthly basis the State's Attorney's performance of and compliance with
52 the duties undertaken in this Agreement.
- 53 9. To provide training to Department or State's Attorney staff on specific issues of mutual
54 concern.
- 55 10. To furnish, at the request of the State's Attorney, available assistance, information and
56 documents needed by the State's Attorney in order to verify payments, amount of
57 collections, or reduction of claims.

58 C. **State's Attorney's Obligations.** The State's Attorney agrees:

- 59 1. To accept for handling all IV-D matters, as defined in **Part I, Section B.** of this Agreement,
60 and to perform and comply with the duties set forth in the Appendices, attached hereto and
61 made a part hereof.
- 62 2. To provide initial and ongoing training to newly assigned and existing State's Attorney staff
63 necessary to carry out the responsibilities of this Agreement, including, but not limited to
64 IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions
65 and case decisions relating to child support and any other matters mutually agreed upon by
66 the parties. The State's Attorney will provide to the Department a current copy of all
67 training packets and modules.
- 68 3. To maintain and provide to the Department and the Office of the Illinois Attorney General
69 a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D
70 activities and functions. Updates, corrections or changes affecting IV-D procedure will be
71 submitted to the Department five (5) business days prior to their occurrence.
- 72 4. To submit monthly reports and any other reports required by the Department, the format and
73 content of which shall be as specified by the Department after consultation with the State's
74 Attorney, and any report required by the Federal Office of Child Support Enforcement.
- 75 5. To report to the Department, within five (5) business days any information obtained which
76 may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D
77 services.
6. That when handling any case referrals made by the Department under this Agreement, the
attorneys employed by the Office of the State's Attorney represent the Department
exclusively, and they do not represent the custodial parent, non-custodial parent or any party
to the action other than the Department.
- a. If the State's Attorney's Office has previously prosecuted for a felony offense a custodial
parent, non-custodial parent or a child for whom a support order was pursued, it may
forward the referral to the Attorney General's Office for the purpose of representing the
Department on said specific referral.
- b. If the State's Attorney, in his or her private practice, has previously represented one of
the parties in the matter referred to the State's Attorney's Office, the State's Attorney's
Office may forward the referral to the Attorney General's Office for the purpose of
representing the Department on said referral.
- c. If the State's Attorney's Office determines that there is any other ethical bar to handling
a legal action referral (LAR), it shall appoint a Special Assistant State's Attorney for the
purpose of representing the Department on said referral.
7. That the State's Attorney's Office understands that the Attorney General is the legal
representative for the Department with regard to all appellate proceedings involving Title
IV-D cases.

132 equipment is no longer needed by the State's Attorney to perform its duties under this
133 Agreement.

- 134 5. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs, if
135 applicable, for purposes of developing the State's Attorney's budget and any revisions
136 thereto, and computing the amount of direct and any applicable indirect costs payable under
137 this Agreement.
- 138 6. The budget shown in **Appendix B.** results from certain assumptions, including but not
139 limited to salary increases as passed by County Board resolutions, regarding State's
140 Attorney cost rates. Should actual rates vary from the assumptions, the Department and the
141 State's Attorney may negotiate an amended budget.

142 **B. Funding and Payment.**

- 143 1. The Department will arrange for funding, during the period covered by this Agreement, in
144 accordance with existing federal regulations, to reimburse the State's Attorney for direct and
145 any applicable indirect costs, subject to Federal Financial Participation (FFP), incurred by
146 the State's Attorney in performing the duties undertaken in this Agreement. Such costs are
147 denoted in the budget incorporated into this Agreement as **Appendix B.** The Department
148 will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance
149 with federal regulations.
- 150 2. All funds under the terms of this Intergovernmental Agreement are to be used for the
151 express purpose of Title IV-D child support enforcement efforts.
- 152 3. The parties will make final determination of the necessary costs incurred under this
153 Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of
154 the close of business on the date of termination of this Agreement from expenditures
155 submitted by the State's Attorney. The Department will reimburse the State's Attorney for
156 any underpayment of such finally determined costs under **Part III, Section B.1.**, and the
157 State's Attorney will reimburse the Department for any overpayment under **Part III,**
158 **Section B.1.**, within sixty (60) calendar days after such determination.
- 159 4. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full
160 payment owed to the State's Attorney by the Department or the IV-D client under Federal
161 or State law for the duties performed by the State's Attorney under this Agreement. The
162 State's Attorney will not seek any additional payment from the Department or the IV-D
163 client for the performance of these duties.
- 164 5. The State's Attorney will be solely responsible and liable for all expenditure disallowances
165 resulting from the State's Attorney's actions as set forth in any audit by the federal Office
166 of Child Support Enforcement or by the Department. The State's Attorney will reimburse
167 the Department for the amount of any such disallowance; provided however, the
168 Department shall be required to give the State's Attorney timely notice of any such
169 disallowances and an opportunity to rebut any question of the State's Attorney's liability.
170 The State's Attorney, however, shall not be held liable for any disallowances concerning

expenditures the State's Attorney undertook at the request of, or with the written approval of, the Department.

6. All expenditure reports and revisions to expenditure reports for the period July 1, 2005 through June 30, 2006, must be received by the Department no later than August 10, 2006, in order to ensure payment under this Agreement. Failure by the State's Attorney to present such reports prior to the August 10, 2006, deadline may require the State's Attorney to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
7. The amount of indirect costs allowable under this Agreement is the amount reflected on **Appendix B.**

C. Reimbursement, Records and Reporting.

1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and C.3.**, and upon the availability of Federal and State funds.
2. The State's Attorney will submit to the Department reports of actual expenditures ten (10) business days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to the State's Attorney within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Public Aid
Division of Finance and Budget
Contract & Expenditure Processing Unit
509 S. 6th Street, 3rd Floor
Springfield, Illinois 62701

3. The State's Attorney agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by State's Attorney staff filling positions indicated in **Appendix B.**, and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Part III, Section B.1.**, only those expenses or portions thereof stated in **Appendix B.** are reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made. The State's Attorney agrees to provide time sheets for any temporary employees or contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.
4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report (s), if required, should be completed within nine

(9) months following the end of the County's fiscal year. The State's Attorney must submit one (1) copy of any required audit within thirty (30) calendar days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:

Illinois Department of Public Aid
Thomas Meirink
Office of State Purchasing Officer
201 South Grand Ave., East - 2nd Floor
Springfield, Illinois 62763

5. Prior written approval from the Department's Contract Manager must be secured by the State's Attorney in order to receive reimbursement for the following:

- a. The cost of new or additional leases or rental agreements for either real or personal property.
- b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.

6. The onsite State's Attorney contact name and phone number for equipment and furniture inventory is:

Name: Todd C. Miller

Phone Number: (309) 888-5961

7. The Department shall be responsible for maintaining software provided directly by the Department. The State's Attorney shall contact the following local LAN Coordinator regarding maintenance related for this software:

Name: Kristie Whitlow

Phone Number: 309-686-7805

8. The State's Attorney shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department as set forth in **Part III, Section C.7.**, and for purchasing supplies, i.e., paper, toner, ink cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the

parties . All purchases made in regards to this **Part III, Section C.8** are reimbursable up to the limit of the budget amount found in **Appendix B** of this Agreement.

9. Each local State's Attorney Office will be connected to the DPA KIDS system via a DPA provided Child Support data circuit installed to the County facility. The State's Attorney Office will work with DPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by DPA and the State of Illinois that allow more cost effective connectivity solutions, the States' Attorney Office will work with DPA technical staff to allow these solutions to be used for DPA provided connections at the State's Attorney's Office.

PART IV — COMPLIANCE

- A. If the Department determines that the State's Attorney's attempt to comply with one or more provisions of this Agreement is unacceptable, the State's Attorney will develop and submit to the Contract Manager or her designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Upon receipt of the Department's request for a corrective action plan, the State's Attorney has thirty (30) calendar days to provide a written plan to the Department.
- B. The State's Attorney agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

PART V — TERMS, CONDITIONS & CERTIFICATIONS

- A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. References to statutes and rules include subsequent amendments and successors thereto;

- 267 4. The various headings of this Agreement are provided for convenience only and shall not
268 affect the meaning or interpretation of this Agreement or any provision hereof;
- 269 5. If any payment or delivery hereunder shall be due on any day which is not a business day,
270 such payment or delivery shall be made on the next succeeding business day;
- 271 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through
272 Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time,
273 excluding state holidays;
- 274 7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female
275 gender (e.g., "she", "her"), and vice versa;
- 276 8. Words in the plural which should be singular by context shall be so read, and vice versa;
277 and
- 278 9. The Illinois Department of Public Aid shall mean the Illinois Department of Public Aid or
279 any successor agency charged with administering child support enforcement or medical
280 assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

281 **B. Term and Scope of Agreement.**

- 282 1. **Term.** This Agreement shall be effective on July 1, 2005, and shall continue through June
283 30, 2006 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
- 284 2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing
285 written notification of such intent, with the time period of coverage and contract amount for
286 such renewal specified in the written notice. In no event shall the renewal terms and the
287 initial term of the Agreement exceed three (3) years.
- 288 3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the
289 applicable Department's Administrative Rules, shall constitute the entire present Agreement
290 between the parties. This Agreement constitutes a total integration of all rights, benefits and
291 obligations of the parties, and there exist no other agreements or understandings, oral or
292 otherwise, that bind any of the parties regarding the subject matter of this Agreement. This
293 Agreement supersedes and revokes any prior Agreement between the parties as to the
294 subject matter of this Agreement.

295 **C. Termination of Agreement.**

- 296 1. **Availability of Funds.** This Agreement is subject to the availability of Department
297 appropriation and the availability of Federal funds for the purpose outlined in the
298 Agreement. The Department's obligations hereunder shall be subject to automatic
299 termination as provided in this **Part V, Section C.** in any year for which the General
300 Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation
301 or reappropriation to pay such obligations. The Department shall provide notice to the

County of the cessation of funding and termination of this Agreement under this section within five (5) calendar days after the Department receives notice that its funding will cease.

2. **Termination Without Cause.** This Agreement may be terminated by the Department or by the State's Attorney without cause upon thirty (30) days' written notice to the other party. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services. Upon termination, the State's Attorney shall be paid for work satisfactorily completed prior to the date of termination.
3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the State's Attorney's ability to perform under this Agreement, the State's Attorney will immediately notify the Department in writing.
4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services.
 - a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - b. If the State's Attorney breaches any of the representations, warranties or covenants set forth in **Part V, Section G.** of this Agreement;
 - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the child support enforcement program;
 - d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section F.2.** of this Agreement; or
 - e. If an extraordinary event beyond the control of the State's Attorney such as destruction of the facility by fire, flood or another act of God, prevents the State's Attorney from fulfilling their obligations under this Agreement.

D. Contract Management and Notices.

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the State's Attorney and various administrative units within the Department. All communications from the State's Attorney to the Department pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Yvette Perez-Trevino, Contract Manager
32 W. Randolph Street, Room 1600
Chicago, Illinois 60601
Telephone: 312-793-3846

2. Notices.

- a. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Department: Barry S. Maram, Director
Illinois Department of Public Aid
201 South Grand Avenue East
Springfield, Illinois 62763

State's Attorney: William A. Yoder
McLean County State's Attorney
104 W. Front Street, Room 605
Bloomington, Illinois 61702-2400

Remittance Address: McLean County State's Attorney
P.O. Box 2400
Bloomington, Illinois 61702-2400

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Lonnie Nasatir
Telephone: (312) 793-2964
Fax: (312) 793-5681

State's Attorney: William A. Yoder
Telephone: (309) 888-5400
Fax: (309) 888-5429

375 E. **Payment.**

- 376 1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this
377 Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement
378 results in the withholding of Federal funds from the State, the Department will withhold and
379 retain an equivalent amount from payment(s) to the State's Attorney until such Federal
380 funds are released to the State, at which time the Department will release to the State's
381 Attorney the equivalent withheld funds.
- 382 2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or
383 suspended in accordance with **Part V, Section F.4.**
- 384 3. **Computational Error.** The Department reserves the right to correct any mathematical or
385 computational error in payment subtotals or total contractual obligation. The Department
386 will notify the State's Attorney of any such corrections.
- 387 4. **Travel.** Payment for travel expenses as provided in **Part III, Section C.5.c.** will be made
388 by the Department under this Agreement subject to the rules promulgated by the Illinois
389 Travel Requirements Council and approved by the Governor's Travel Control Board.

390 F. **General Terms.**

- 391 1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply
392 with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes
393 and regulations of Federal, State, County and local governmental agencies which in any
394 manner affect the terms of this Agreement.
- 395 2. **Amendments.**
- 396 a. This Agreement may be amended or modified by the mutual consent of the parties at any
397 time during its term. Amendments to this Agreement must be in writing and signed by
398 the parties. No change in, addition to, or waiver of any term or condition of this
399 Agreement shall be binding on the Department unless approved in writing by an
400 authorized representative of the Department.
- 401 b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department
402 and receipt of a proposed amendment to this Agreement, amend this Agreement, if and
403 when required, in the opinion of the Department, to comply with Federal or State laws
404 or regulations, and upon the interpretation and advice of appropriate federal agency or
405 agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign
406 such amendment within fifteen (15) business days after receipt, this Agreement shall
407 terminate as provided in **Part V, Section C.**
- 408 3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement
409 without the other party's prior written consent.
- 410 4. **Audits and Records.**

411 a. **Right of Audit.** This Agreement, and all books, records, and supporting documents
412 related thereto, shall be available for review or audit by State and Federal officials,
413 including but not limited to the Department and its representatives, the Department of
414 Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit,
415 Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to
416 cooperate fully with any such review or audit. Upon reasonable notice by any authority,
417 the State's Attorney shall provide, in Illinois, or any other location designated by the
418 authority, during normal business hours, full and complete access to the relevant portions
419 of the State's Attorney's books and billing records as they relate to payments under this
420 Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the
421 Department shall adjust future or final payments otherwise due to the State's Attorney.
422 If no payments are due and owing to the State's Attorney, or if the overpayment(s)
423 exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall
424 immediately refund all amounts which may be due to the Department.

425 b. **Retention of Records.** The State's Attorney shall maintain all business, professional,
426 and other records in accordance with State law, the specific terms and conditions of this
427 Agreement, and pursuant to generally accepted accounting practice. The State's Attorney
428 shall maintain, during the pendency of the Agreement and for a minimum of five (5)
429 years after the completion of the Agreement, adequate books, records, and supporting
430 documents to verify the amounts, recipients, and uses of all disbursements of funds
431 passing in conjunction with the Agreement. If an audit, litigation, or other action
432 involving the records is begun before the end of the five-year period, the records must
433 be retained until all issues arising out of the action are resolved. Failure to maintain the
434 books, records, and supporting documents required by this **Part V, Section F.4.** shall
435 establish a presumption in favor of the Department for the recovery of any funds paid by
436 the Department under the Agreement for which adequate books, records, and other
437 documents are not available to support the purported disbursement.

438 5. **Choice of Law and Dispute Resolution.**

439 a. **Choice of Law.** This Agreement shall be governed by and construed according to the
440 laws and administrative rules of the State of Illinois. Any claim against the State arising
441 out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if
442 jurisdiction is not accepted by that court, with the appropriate State or Federal court
443 located in Sangamon County, Illinois.

444 b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a
445 dispute as to the meaning of a requirement solely included as a result of a Federal
446 regulation applicable to or referred to in this Agreement, the Department will request an
447 interpretation from the appropriate Federal agency or agencies, and that interpretation
448 will be adopted by the Department and the State's Attorney.

449 6. **Confidentiality.**

450 a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality
451 of information provided by the other party, or to which the receiving party obtains access
452 by virtue of its performance under this Agreement, that either has been reasonably
453 identified as confidential by the disclosing party or by its nature warrants confidential

454 treatment. The receiving party shall use such information only for the purpose of this
455 Agreement and shall not disclose it to anyone except those of its employees who need
456 to know the information. These nondisclosure obligations shall not apply to information
457 that is or becomes public through no breach of this Agreement, that is received from a
458 third party free to disclose it, that is independently developed by the receiving party, or
459 that is required by law to be disclosed. Confidential information shall be returned to the
460 disclosing party upon request.

- 461 **b. Confidentiality of Program Recipient Identification.** The State's Attorney shall
462 ensure that all information, records, data, and data elements pertaining to applicants for
463 and recipients of public assistance, or to providers, facilities, and associations, shall be
464 protected from unauthorized disclosure by the State's Attorney and its employees and by
465 the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9,
466 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21. To the extent that the
467 State's Attorney, in the course of performing this Agreement, serves as a business
468 associate of the Department, as "business associate" is defined in the HIPAA Privacy
469 Rule (45 CFR 160.103), the State's Attorney shall assist the Department in responding
470 to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of
471 six (6) years any records relevant to a client's eligibility for services under the
472 Department's medical programs.

- 473 **7. Disputes Between State's Attorney and Other Parties.** All disputes between the State's
474 Attorney and any subcontractor retained by the State's Attorney shall be solely between
475 such subcontractor and the State's Attorney, and the Department shall be held harmless by
476 the State's Attorney.

- 477 **8. Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The
478 State's Attorney and its principals, employees, and subcontractors are prohibited from
479 giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement
480 with the Department involving duties or obligations related to this Agreement.

- 481 **9. Relationship of the Parties.** For all purposes and services set forth and described in this
482 Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent,
483 principal, employer or employee of the other. Nothing in this provision is intended to
484 abrogate any rights the State's Attorney may have under the State Employees
485 Indemnification Act. Solely for the purposes of services performed under this Agreement,
486 the State's Attorney and its employees shall perform in the role of independent contractors
487 of the Department. The State's Attorney shall be responsible for payment of all
488 compensation, including pension benefits due to any person employed by State's Attorney.
489 State's Attorney employees providing services under this Agreement shall not be entitled
490 to claim or receive any employment benefits from the Department. None of the employees
491 of the parties hereto shall be entitled to the benefits provided to employees of the other
492 solely by virtue of this Agreement. Payment by the Department into any State's Attorney
493 employee welfare plan as part of the compensation arrangement for services rendered
494 hereunder, as set forth in Appendix B, shall not be construed to create an employment
495 relationship between the State's Attorney employee or the State's Attorney and the
496 Department. Each party shall be responsible for the reporting of, and compliance with,
497 applicable local, State and Federal laws, including taxes and social security to the extent

applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.

10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement. The State's Attorney shall consult with the Department's Office of Communication upon receiving inquiries regarding the Title IV-D Program.

11. **Nondiscrimination.** The State's Attorney shall abide by all applicable Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability. The State's Attorney further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

12. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the State's Attorney may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.

13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the State's Attorney's performance under this Agreement and an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the State's Attorney decide to dispose of or transfer any equipment purchased under this or any prior agreements, the Department has the right of first refusal.

14. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement.

539 15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS
540 5/2-105.

541 16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1)
542 year after its termination, the State's Attorney and the Department agree that they will not
543 solicit for employment or employ, either as an employee or an independent contractor, any
544 person who is or has been employed by the other in a managerial or policy-making role
545 regarding this Agreement within the previous twelve (12) months, except with written
546 notice to the other. The State's Attorney shall immediately notify the Department's Ethics
547 Officer in writing if the State's Attorney solicits or intends to solicit for employment any
548 of the Department's employees during the term of this Agreement. The Department will be
549 responsible for keeping the State's Attorney informed as to the name and address of the
550 Ethics Officer. Should an employee of the State's Attorney take and pass all required
551 employment examinations and meet all relevant employment qualifications, the Department
552 may employ that individual and no breach of this Agreement shall have occurred.

553 17. **Subcontracts.**

- 554 a. If the State's Attorney will utilize the services of a subcontractor in its performance under
555 this Agreement, the State's Attorney shall so state in an attachment to this Agreement
556 and list in that attachment the names and addresses of each subcontractor that will be
557 used and the expected amount of money each subcontractor will receive.
- 558 b. If the State's Attorney adds or changes any subcontractor during the term of this
559 Agreement, the State's Attorney shall promptly notify the Department and the Illinois
560 Department of Central Management Services in writing of the names, addresses and
561 expected amount of money each new or replaced subcontractor will receive.
- 562 c. All subcontracts must be in writing and must be reviewed and approved by the
563 Department prior to execution. All subcontractors are subject to all terms of this
564 Agreement. The State's Attorney shall remain responsible for the performance of all
565 subcontractors.

566 18. **Survival of Obligations.** Those obligations under this Agreement which by their nature are
567 intended to continue beyond the termination or expiration of this Agreement shall survive
568 the termination or expiration of this Agreement.

569 **G. State's Attorney Certifications.**

570 1. **General Warranties of State's Attorney.**

571 a. The State's Attorney warrants to the Department that:

- 572 i. The services and deliverable products herein required to be performed or provided
573 will be completed in a good, professional manner;
- 574 ii. The person executing this Agreement on behalf of the State's Attorney is duly
575 authorized to execute the Agreement and bind the State's Attorney to all terms and
576 conditions hereunder; and

iii. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the State's Attorney will be expeditiously corrected by the State's Attorney without additional charge to the Department.

b. Violation of any of these warranties by the State's Attorney shall subject this Agreement to automatic termination pursuant to **Part V, Section C.**

2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to recompense that Person for not having bid on a State contract.
3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).
4. **Clean Air Act and Clean Water Act.** If this Agreement is for an amount greater than \$100,000.00, the State's Attorney certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
5. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The State's Attorney shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.
6. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
7. **Licenses and Certificates.** The State's Attorney certifies that its employees and subcontractors who will perform services under this Agreement possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Contract; that any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; and that any certificates or licenses will continue to be maintained in good standing.

814 8. **Lobbying.** If this Agreement is for an amount greater than \$100,000.00:

- 815 a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally
816 appropriated funds have been paid or will be paid by or on behalf of the State's Attorney,
817 to any person for influencing or attempting to influence an officer or employee of any
818 agency, a Member of Congress, an officer or employee of Congress, or an employee of
819 a Member of Congress in connection with the awarding of any Federal contract, the
820 making of any Federal loan or grant, or the entering into of any cooperative agreement,
821 or the extension, continuation, renewal, amendment, or modification of any Federal
822 contract, grant, loan or cooperative agreement.
- 823 b. If any funds other than Federally appropriated funds have been paid or will be paid to any
824 person for influencing or attempting to influence an officer or employee of any agency,
825 a Member of Congress, an officer or employee of Congress, or an employee of a Member
826 of Congress in connection with this Federal contract, grant, loan or cooperative
827 agreement, the State's Attorney shall complete and submit Standard Form LLL,
828 "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form
829 is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal
830 Operations.
- 831 c. The State's Attorney shall require that the language of this certification be included in
832 the award document for subawards at all tiers (including subcontracts, subgrants, and
833 contracts under grants, loans, and cooperative agreements) and that all subrecipients shall
834 certify and disclose accordingly.
- 835 d. This certification is a material representation of fact upon which reliance was placed
836 when this contract was executed. Submission of this certification is a prerequisite for
837 making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code.
838 Any person who fails to file the required certification shall be subject to a civil penalty
839 of not less than \$10,000 and not more than \$100,000 for each such failure.

840 9. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the
841 requirements of 820 ILCS 405/1801.1.

842 10. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither
843 participates nor shall participate in an international boycott in violation of the provisions of
844 the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of
845 Commerce promulgated under that Act.

846 11. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or
847 fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for
848 payment of dues or fees to any club which unlawfully discriminates, and that therefore the
849 State's Attorney is not prohibited from selling goods or services to the State of Illinois under
850 775 ILCS 25/0.01 *et seq.*

851 12. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or
852 retained any company or person, other than a bona fide employee working solely for the
853 State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay
854 any company or person, other than a bona fide employee working solely for the State's
855 Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

IV-D Program's CFDA Number is 93.563.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID

MCLEAN COUNTY, ILLINOIS

By: _____
Barry S. Maram, Director

By: _____
William A. Yoder, State's Attorney

Date: _____

Date: _____

APPROVED:

By: _____
President, McLean County Board

By: _____
Lisa Madigan, Illinois Attorney General

Date: _____

Date: _____

APPROVED:
Illinois Department of Central Management Services

By: _____
H. Edward Wynn, Chief Administrative Officer & General Counsel

Date: _____

APPENDIX A
MCLEAN COUNTY STATE'S ATTORNEY

In this Intergovernmental Agreement the parties understand that all agencies involved in the McLean County IV-D program must work effectively and cooperatively to achieve the mutual goals of the program.

The State's Attorney agrees to prohibit attorneys employed by the Office of the State's Attorney in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection with the State's Attorney's representation of the Department under the terms of this Agreement.

The following standards for the State's Attorney will be monitored by the Division of Child Support Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child support enforcement program.

The State's Attorney shall:

1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) calendar days after the State's Attorney's receipt of location of absent parent by the Department and enter all court dates into KIDS.
3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department, summonses are submitted to the Sheriff/process server for service of process.
4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) business days of receiving results of attempts.
5. Request services of State Parent Locator Service within four (4) business days after determining the whereabouts of the absent parent is unknown by changing status of current address in KIDS to previous.
6. Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.
7. Within ninety (90) calendar days after receipt of referral by the Department, either

- 713 a. establish an order for support regardless of whether or not parentage has been established
714 on cases referred by the Department to the State's Attorney, or
715 b. effect service of process necessary to commence proceedings to establish support and,
716 if necessary, parentage (or document unsuccessful service of process, in accordance with
717 the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm.
718 Code 160.85 by retaining a copy of the return of service in the case file), or
719 c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time
720 frame.

721 The State's Attorney will also ensure that any deviation from guidelines is noted and explained
722 on the order, and that the amount that would have been ordered under the guidelines is shown.
723 The State's Attorney shall follow state presumptive guidelines on parentage cases, including
724 seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be
725 calculated from the date the respondent was served with the complaint. Retroactive support will
726 be requested, consistent with State law and Department rules. Temporary support will be
727 requested until a permanent support order is entered, consistent with State law.

- 728 8. Complete actions to establish an order for support regardless of whether or not parentage has
729 been established from the date of service of process within the following time frames:

- 730 (1.) 75 percent in six (6) months;
731 (2.) 90 percent in twelve (12) months.

- 732 9. File an action to enforce an existing order for support within 30 calendar days after the date the
733 Department identifies a delinquency or other support related noncompliance with the order or
734 the location of the absent parent, whichever occurs later.

- 735 10. File an action to modify an existing order for support within 30 calendar days after the date the
736 Department identifies the location of the absent parent and notifies the State's Attorney.

- 737 11. Seek medical insurance coverage for each minor child or each special needs child from the non-
738 custodial parent. Medical insurance coverage must be addressed in all support orders whether
739 or not the NCP is ordered to provide it.

- 740 12. Seek retroactive support in accordance with Department policy.

- 741 13. Seek entry of orders that provide for immediate income withholding.

- 742 14. Unless time limitations are caused by events outside the control of the State's Attorney, notify
743 the Department at least 30 calendar days in advance of the court date, of the need for
744 Department services, including but not limited to, initial or updated arrearage calculations.

- 745 15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and
746 all parties after the end of each court session.

- 747 16. Seek from each non-custodial parent appearing in court his or her Social Security Number,
748 source and the amount of income, home address and employer address, and driver's license

information. Record any informational additions or changes on the order or data sheet, for data entry into KIDS and indicate verification of existing information where information previously provided had not changed.

17. Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the State's Attorney's Office necessary to proceed with the case and subsequent cooperation with the State's Attorney in the above. The State's Attorney will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
18. Provide to the Department a copy of all support orders and related data sheets within five (5) business days after the legal action.
19. Provide to the Department information on a client that the State's Attorney suspects is receiving TANF illegally.
20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the debt. If the State's Attorney relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the State's Attorney agree to entry of an order excluding use of an Offset Program.
21. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
22. Mail all URESA/UIFSA orders to the Department within seven (7) business days after entry by the Courts.
23. Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the State's Attorney shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Public Aid Office of General Counsel 100 W. Randolph Street, 10 th Fl. Chicago, Illinois 60601	Illinois Department of Public Aid Division of Child Support Enforcement Yvette Perez-Trevino Judicial Legal Liaison 280 East Indian Trail Road Aurora, Illinois 60505	Office of the Illinois Attorney General Public Aid Bureau 500 S. 2 nd Street Springfield, Illinois 62706
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24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.

- 785 25. When requested to do so by the Department, file notices of appeal or bring motions to vacate
786 or for rehearing in the trial court in connection with adverse case decisions that are likely
787 candidates for appeal by the Department.
- 788 26. Record in KIDS the information required for production of complete and accurate KIDS
789 generated monthly activity reports.
- 790 27. Keep the Department informed of State's Attorney staff assignments as they relate to this
791 Agreement by notifying the Contract Manager.
- 792 28. Respond to status requests and inquiries from the Department within five (5) business days after
793 the request or inquiry.
- 794 29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being
795 notified of the error, and file motions to correct substantive errors such that the errors are
796 corrected within sixty (60) calendar days after being notified of the error. However, if the order
797 was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client,
798 the requirement to correct within deadlines specified do not take effect until the client accepts
799 the State's Attorney's appearance in the NA case.
- 800 30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable
801 non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 802 31. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing
803 language departing from federally required distribution of child support payments. All child
804 support orders entered must be made payable to the SDU.
- 805 32. a. Increase the number of cases with financial court orders by assuming an integrated role in case
806 management involving the non-assistance client population requesting services from DCSE. As part
807 of this goal, the State's Attorney staff shall work with the Department's regional manager in case
808 referral and preparation. The regional manager shall provide a quarterly report to the State's
809 Attorney, William Yoder, which will tally the number of non-assistance cases without financial
810 court orders and shall hold a meeting with the State's Attorney, William Yoder or his designee and
811 supervising ASA Todd Miller, once each quarter to discuss results. Increasing the number of non-
812 assistance financial court orders can be accomplished by:
- 813 1. Requesting the deletion of any duplicate cases;
 - 814 2. Obtaining signed cancellation requests from clients no longer wanting Child Support
815 services; or
 - 816 3. Acquiring a financial support order.
- 817 b. Generate legal action referrals (not including the LARs that the Department's regional staff
818 prepares) and perform all associated case preparation. This will include generating proper
819 paperwork through the KIDS system including such client contact as necessary, coding the KIDS
820 system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court,
821 gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in
822 McLean County Circuit Court or making an intrastate referral to another region within the State of
823 Illinois, or preparing an Initiating Interstate Case to a Sister State.

- 824 33. Obtain a minimum of **200** financial orders **per quarter**. Financial orders are defined as the following:
825 Establish Support Order (initial order); Modification of Support Order; Final Judgment; Judgment as
826 a result of a Rule To Show Cause; Extension of Support Order (emancipation); Medical Support
827 (monetary or non-monetary); Support Reserved Order; Support Abated Order; Support Terminated
828 Order; Support Vacated Order; Child Care Expenses Order. The following orders shall not be included:
829 Continuances, dismissals, body attachments, Denial of Modification filed by non custodial parent
830 (NCP) or custodial parent (CP), discovery rulings, motion rulings, genetic testing, paternity only.

831 A copy of each financial order, as provided in **Appendix A.18**, shall be submitted to :

832 Illinois Department of Public Aid
833 Division of Child Support Enforcement
834 Attn: Roxy Schumann, Regional Manager
835 211 North Knoxville Avenue
836 Peoria, Illinois 61603
837 Fax: (309) 686-7830
838 Telephone: (309) 686-7817

- 839 34. Failure to meet the requirements in **Appendix A.33** shall result in a deduction to reimbursement of
840 expenditures as provided in **Part III.B.** and **Part III.C.**, of **\$210** for each financial order not entered.
841 Adjustments to the number of financial orders reported for **each quarter** will not be made for orders
842 not received by the Regional Manager as provided in **Appendix A.33** and **Appendix A.35**

- 843 35. Financial Orders set forth in **Appendix A.33** shall be recorded by a Department supervisory staff
844 person. A listing of the orders for **each quarter** will be finalized **within seven (7) calendar days after**
845 **the end of each quarter**. Financial orders received after **the seventh (7) calendar day** will not be
846 considered. The listing of financial orders for **each quarter** shall be submitted by the Department via
847 facsimile and mail directly to the State's Attorney William Yoder, ASA Todd Miller, and the
848 Department's Division of Finance and Budget, Contract & Expenditure Processing Unit for review
849 pursuant to **Part III.B** and **Part III.C.** **no later than eleven (11) calendar days after the end of each**
850 **quarter.**

#####

APPENDIX B Part 1 of 2
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2005 THROUGH JUNE 30, 2006
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY06 Budget
Personnel Services	
Salaries - Full Time	\$186,016
(See attached list of positions-Part 2 of 2)	
Fringe Benefits	\$37,370
SUBTOTAL	\$223,386
Non-Personnel Services	
Telephone	\$2,625
Copies	\$3,300
Postage	\$500
Equipment	\$1,000
Office Supplies	\$3,000
Rent	\$35,754
Insurance	\$4,300
Dues & Memberships	\$1,000
Conferences	\$650
Notary Bonds	\$100
Witness Fees	\$200
Transcripts	\$200
Office Furnishings	\$1,500
Computer Hardware	\$1,000
Computer Software	\$1,000
Travel	\$453
Service of Process Service Fees	\$2,100
Subcontract/Special ASA	\$0
SUBTOTAL	\$58,682
PERSONNEL SERVICES SUBTOTAL	\$223,386
NON-PERSONNEL SERVICES BENEFITS SUBTOTAL	\$58,682
TOTAL DIRECT COSTS	\$282,068
INDIRECT COST (10% of Salaries)	\$18,602
GRAND TOTAL	\$300,670

APPENDIX B Part 2 of 2
AUTHORIZED POSITIONS - SFY06
MCLEAN COUNTY STATE'S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State's Attorney	100%	2
Office Administrator	100%	1
Secretary	100%	1
Receptionist	100%	1

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

____ Individual

____ Governmental

____ Sole Proprietorship

____ Nonresident alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Pharmacy (non-corporate)

____ Corporation providing or
billing medical and /or
health care services

____ Pharmacy/Funeral Home/Cemetery (Corp.)

____ Corporation NOT providing
or billing medical and / or
health care services

____ Other

McLean County State's Attorney's Office 2005 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2005 YTD 2004 YTD 2004 Total 2005 Projected

CRIMINAL

Felony	107	120	102										329	337	1,206	1,365
Misdemeanor	207	197	224										628	625	2,350	2,605
Asset Forfeiture	16	8	20										44	23	103	183
Family Totals	50	36	57										143	134	515	593
Family	36	19	40										95	86	334	394
Order of Protection	14	17	17										48	48	181	199
Juvenile Totals	24	18	22										64	106	422	265
Juvenile	0	1	5										6	2	12	25
Juvenile Abuse	12	9	13										34	56	224	141
Juvenile Delinquency	12	8	4										24	48	175	100
Traffic Totals	2,037	2,672	2,808										7,517	7,088	28,410	31,178
Traffic	1,958	2,598	2,710										7,266	6,851	27,463	30,137
DUI Traffic	79	74	98										251	237	947	1,041

CHILD SUPPORT

Paternity cases filed	8	5	12										25	13	65	104
Paternity cases established	4	2	4										10	11	55	41
Paternities excluded	0	0	1										1	3	13	4
Support Orders entered	70	92	62										224	153	940	929
Modification proceedings filed	20	20	19										59	58	283	245
Modification proceedings adjudicated	7	3	6										16	21	181	66
Enforcement actions filed	59	37	64										160	106	682	664
Enforcement actions adjudicated	101	115	61										277	169	1,095	1,149
Hearings set before Hearing Officer	70	32	101										203	205	1,065	842
Orders prepared by Hearing Officer	58	32	88										178	178	893	738

2005 Projected = (2005 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

March 29, 2005

STATE'S ATTORNEY:

Beginning Balance 01/01/2005	\$ -57,410.90
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>1,149.22</u>
Total Funds Available	\$ -56,261.68
Expenditures	<u>2,427.04</u>
Fund Balance 03/29/05	\$ -58,688.72

SHERIFF:

Beginning Balance 01/01/2005	\$ 39,850.81
Revenue	<u>1,785.02</u>
Total Funds Available	\$ 41,635.83
Expenditures	<u>513.37</u>
Fund Balance 03/29/05	\$ 41,122.46

TOTAL FUND BALANCE	March 29, 2005	\$ -17,566.26
--------------------	----------------	---------------

CONTRACT

This Contract, entered into this 15th day of May, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Terry W. Dodds is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of felony conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement the sum of \$2,483.88 per month.

The Special Public Defender agrees to:

1. Assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 46 cases

during the contract period.

2. The Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in the amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and the services of any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender as an independent contractor shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on May 15th 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Terry W. Dodds
102 S. East Street, Suite 400
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:

Terry W. Dodds
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 19th day of April, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Todd A. Roseberry, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Todd A. Roseberry is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of felony conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement the sum of \$2,483.88 per month.

The Special Public Defender agrees to:

1. Assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 60 cases

during the contract period.

2. The Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in the amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and the services of any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender as an independent contractor shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on April 19, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Todd A. Roseberry
200 W. Front Street, Suite 500 A
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:

Todd A. Roseberry
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

April 4, 2005

McLean County Board
Justice and Public Safety Committee
Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING FEBRUARY 28, 2005

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2004	MONTHLY TOTALS 2005	YTD TOTALS 2004	YTD TOTALS 2005	% CHANGE YTD
FELONIES	79	84	171	150	<12%>
MISDEMEANORS	105	96	200	194	<3%>
DUI	16	19	35	46	24%
TRAFFIC	59	57	126	105	<17%>
JUVENILE	20	12	42	32	<24%>
(DELINQUENT)	11	4	23	13	<43%>
(ABUSE/NEGLECT)	9	8	19	19	No change
MENTAL HEALTH CASES	0	4	1	5	80%
Involuntary Commitment	0	2	1	3	<67%>
Medication Compliance Orders	0	2	0	2	100%
POST-CONVICTION & SVPCA CASES	0	1	0	2	100%
TOTAL	279	273	575	534	<7%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING: February 28, 2005**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	12	20	9
F	JAMES TUSEK	5	13	5
F	RONALD LEWIS	7	12	6
F	BRIAN MCELDFOWNEY	9	18	7
F	JOHN WRIGHT-C	7	12	N/A
F	LEE ANN HILL-C	7	10	N/A
F	TONY TOMKIEWICZ-C	7	12	N/A
F	CARLA HARVEY	19	31	0
M	CARLA HARVEY	32	67	0
F	LARRY SPEARS	5	8	2
M	LARRY SPEARS	32	54	1
M	DAWN NATION	32	73	3
DUI	MILLCENT ROTH	19	46	22
TR	MILLCENT ROTH	57	105	8
JD	ART FELDMAN	4	13	8
JA	JON MCPHEE	6	14	N/A
JA	ROB KEIR	5	10	N/A
JA	ALAN NOVICK-C	0	1	N/A
PC/SVP	KEITH DAVIS-C	1	2	N/A
PVT	PRIVATE COUNSEL	28	52	N/A
W/D	WITHDRAWN	13	18	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

April 4, 2005

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

FEBRUARY 2005 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	41	30	52
PLEA / LESSER	18	14	3
BENCH TRIAL / WIN	0	1	0
BENCH TRIAL / LOSS	0	2	0
JURY TRIAL / WIN	1	1	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	8	2	2
DISMISSED / TRIAL	11	0	1
KNOCKDOWN	1	0	0
DISMISSED PER PLEA	4	13	2
PRIVATE COUNSEL	14	8	6
PLEA / BLIND	5	0	0
REFILED AS FELONY	N/A	0	1
WITHDRAWN	1	10	2
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	0	6	0

February 2005

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

6 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1042 (1045 last month)

Average caseload per officer 174 (60 AOIC recommendation – 175 last month)

Presentence Reports Completed – 14 (18 last month)

* Total Workload Hours Needed – 1623.00 (1705.30 last month)

** Total Hours Available - 1650.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (10 officers working 150 hours each per month).

AOIC workload standards indicate **an additional .32 adult officers are needed.** (.87 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 146 (144 last month)

Average caseload per officer 36 (33 AOIC recommendation)

Social History Reports Completed – 10 (10 last month)

* Total Workload Hours Needed – 563.00 (556.00 last month)

** Total Hours Available 600.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -.25 juvenile officers are needed.** (-.29 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 36

February 2005

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 47 (47 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 13 (12 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 51 (57 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences - 12 (20 last month)

Total Caseload Informal Probation – 51 (64 last month)

Total Intake Screen Reports – 49 (57 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 546 (556 last month)

Total Caseload Juvenile - 72 (64 last month)

Total Hours Completed Adult – 2322.00 (\$12,190.50 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 140.00 (\$735.00 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 111 (108 last month)

Total Court Supervision/Conditional Discharge Caseload – 489 (484 last month)

2005

53

[illegible]

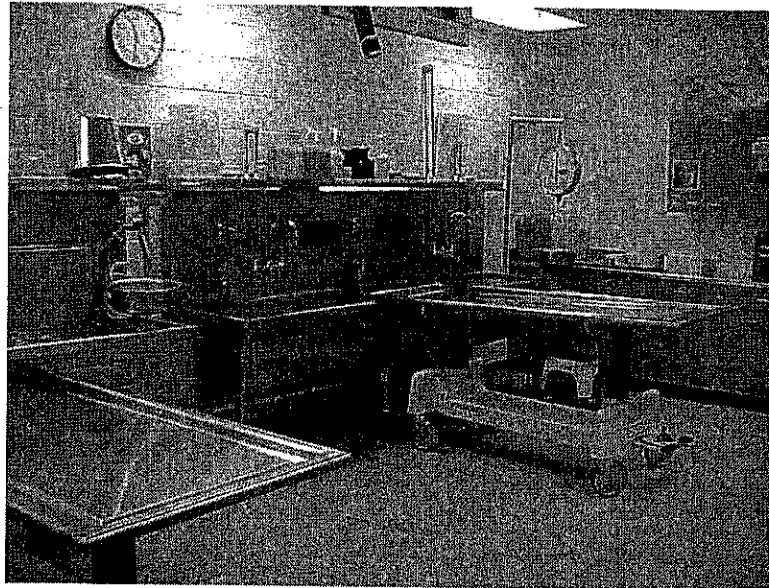
2005
JUVENILE DETENTION CENTER
OUT OF COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0									
11	0	0	0									
12	0	0	1									
13	0	0	2									
14	6	14										
15	5	5										
16	3	4										
Sex of Minors Detained												
Male	10	14										
Female	4	12										
Race of Minors Detained												
Caucasian	9	20										
African-American	5	6										
Hispanic	0	0										
Offenses of Which Minor was Detained												
Dispositional Detention	6	18										
Warrant	4	2										
Aggravated Battery	1	0										
Aggravated Domestic Battery	0	1										
Arson	0	1										
Burglary	0	1										
Criminal Damage to Property	1	0										
DOC Evaluation	2	0										
DOC Warrant	0	1										
Domestic Battery	0	1										
Harassment by Telephone	0	1										
Residence of Minors Detained												
DOC	0	1										
DuPage	1	0										
Livingston	4	8										
Logan	4	11										

2005

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McLean County Coroner's Office
Coroner Beth C. Kimmerling, MFS, BSN, RN
2004 Year End Report



The figures compiled for this annual report provide the citizens of McLean County, our local news media, and the general public with beneficial information concerning the investigations and activities of the Coroner's Office during the year 2004. If you have any questions regarding the information found in this report, please feel free to contact the office at (309) 888-5210.

I. Introduction

Coroner Kimmerling's first term in office came to an end during the year 2004. Seven long-term goals were developed for this four year time period. Expectations concerning performance either met or exceeded six out of the seven goals. The status of these goals is as follows:

- *Maintain the team approach to death investigation with local agencies.* With the McLean County Homicide and Suspicious Death Protocol in place, the Bloomington Police Department, the Normal Police Department, and the McLean County Sheriff's Department process death scenes in conjunction with the Coroner's Office staff. Roles and responsibilities for all law enforcement agencies and the McLean County State's Attorney's Office are outlined in this policy. As such, there is a greater understanding that all agencies have something to lend to an investigation. From time to time, there may be an issue that requires clarification, and that is handled at the administrative level.
- *Increase the placement of Deputy Coroner's in rural areas.* Because of staffing and budget issues, there has not been an actual increase in this area. The Coroner's Office presently has personnel on its staff from the following rural areas: Danvers, Arrowsmith, Gridley, Downs, McLean, Hudson, and LeRoy.
- *Enhance the standards of education for all deputies, specifically medical and investigative skills.* A Coroner's Office policy regarding core training courses has been drafted. Additionally, one benefit of maintaining certification by the American Board of Medicolegal Death Investigators (ABMDI) is to 'raise the level of professional competency in medicolegal death investigation by identifying appropriate training courses for professional development'.
- *Continue the timely response to death scenes.* Coroner Kimmerling has a policy in place mandating a 30 minute response time for her staff. Adherence to this policy is monitored on Coroner's Office reports.
- *Enhance communication to bereaved families with the publication of a Coroner's Information brochure.* A paperless brochure was created by publishing this information on the Coroner's Office website (see www.mcleancountyil.gov). Coroner Kimmerling's staff is also well aware that there is an expectation to maintain weekly contact with families.
- *Motivate deputies to become Certified Death Investigators.* There continues to be enough training funds so that certification via ABMDI (see

<http://www.slu.edu/organizations/abmdi/index.phtml?page=main>)

remains a requirement for full-time staff to obtain within one year of employment. It is a voluntary requirement for part-time staff.

- *Maintain the office's role as educator for the citizens of McLean County.* Every year, as documented in our year end reports, the number of public speaking engagements, tours, and presentations grows. Coroner Kimmerling views this role as a vital part of her elected position.

Seven long-term goals for the Coroner's second four year term in office include:

- Maintain the professionalism of the office by continuing the certification process in ABMDI and continuing to focus on the team approach to death investigations.
- Develop grant-writing skills in order to search for possible funding sources for new radiography and photography equipment for the morgue.
- Re-visit the EJS access issue in order to enhance communication between agencies and streamline the overall investigation process, for example, having access to electronic report-writing, research capabilities, and other benefits of a large criminal justice database system.
- Investigate staffing/scheduling options to most efficiently utilize the Coroner's Office budget and explore the option of adding a fifth full-time staff member.
- Maintain good communication and a positive working relationship with area funeral homes, nursing homes, and EMS agencies.
- Continue the high level and ease of accessibility to the Coroner and her staff.
- Expand and promote public awareness and education.

The year 2004 saw 827 deaths reported to the Coroner's Office compared to 818 in the year 2003. There were 102 McLean County autopsies performed. Attached please find Appendix A, which is a list of all the autopsies performed by the McLean County Coroner's Office in 2004. The list includes the age and sex of the decedent, the Coroner's reason for performing the autopsy, the autopsy results, toxicology results, and inquest results (if necessary).

The McLean County morgue hosted 346 out of county cases in 2004 – a 26 percent increase over last year. The reputation of McLean County's board

certified forensic pathologist, along with the professional services provided by the office staff, continued to make the McLean County morgue the preferred autopsy site for many counties within central Illinois.

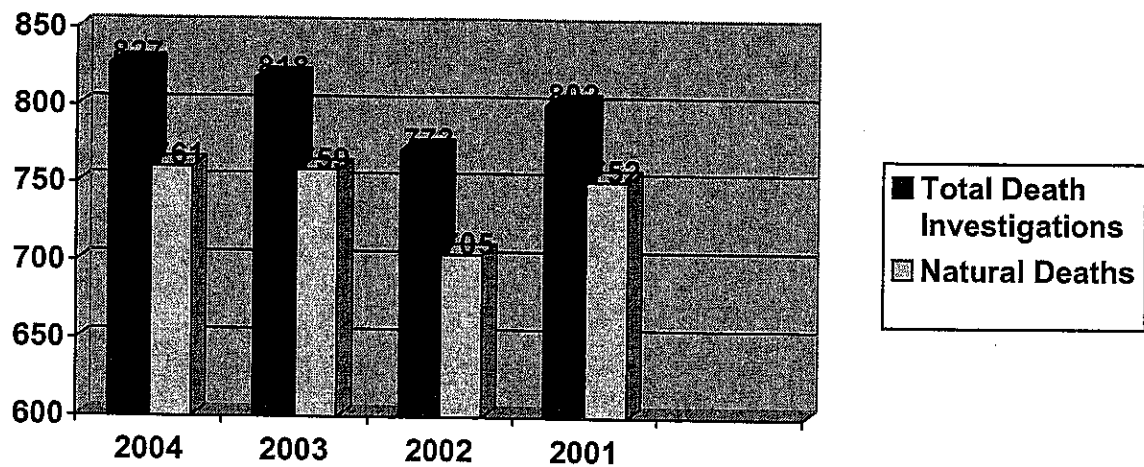
In 2004, the total number of autopsies performed in the McLean County morgue was 448 compared to 390 cases in 2003. As such, during fiscal year 2004, the Coroner's Office contributed in excess of \$85,000 in morgue fees to the County's general fund. Again, there has not been a time in documented Coroner's Office history when the total number of autopsies was this great.

Forty-three of the 102 autopsies performed resulted in natural findings, and therefore, no Coroner's Inquest was necessary. The most frequently occurring natural causes of death in these 43 cases were:

- Pulmonary emboli (blockage of an artery in the lungs by fat, air, tumor tissue, or blood clot): 6 deaths with an average age of 64 years old. Risk factors for pulmonary emboli include prolonged bed rest or inactivity, oral contraceptive use, surgery, child birth, cancer, stroke, heart attack, heart surgery, and hip or femur fractures.
- Coronary atherosclerosis (narrowing of the coronary arteries due to plaque formation): 4 deaths with an average age of 51 years old.
- Bronchopneumonia: 3 deaths with an average age of 61 years old.
- Hypertensive cardiovascular disease (an enlarged heart due to high blood pressure): 3 deaths with an average age of 52 years old.
- Coronary thrombus (the presence of a blood clot in a blood vessel): 3 deaths with an average age of 47 years old.

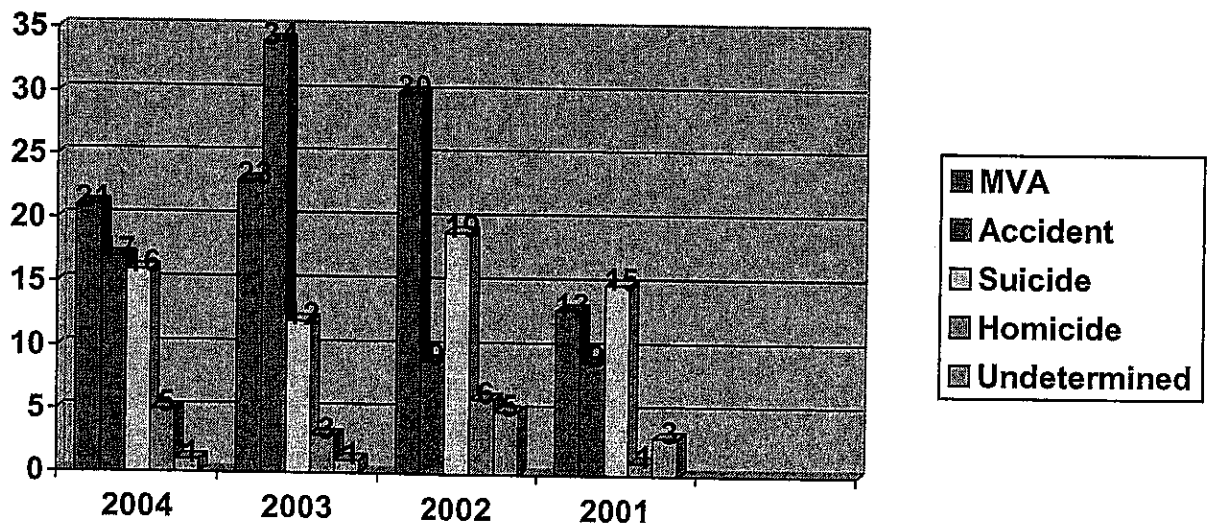
In terms of prevention, identifying risk factors for pulmonary emboli is most important. Preventative measures for the above-mentioned cardiovascular diseases include, but are not limited to, controlling high blood pressure and diabetes mellitus; smoking cessation; regular exercise; weight control, and cholesterol monitoring and treatment. This information pertaining to sudden natural deaths will be made available and used for community-based health and wellness programs.

II. Manner of Death Classification



In 2004, there were 66 deaths that required a Coroner's Inquest to determine the individual's manner of death (see above chart). The manner of one's death is based upon the circumstances surrounding his or her death. Ninety-two percent of McLean County deaths were from natural causes and do not involve suspicious or questionable circumstances.

If the manner of death is not natural, then it falls into one of the following four categories: homicide, suicide, accidental (including motor vehicle incidents), or undetermined. The chart below shows the trends in non-natural deaths:



Motor Vehicle Deaths (21 total)

Driver	13	Passenger	2	Pedestrian	4
Motorcycle	2				

Of the 15 fatalities involving the driver and/or passenger of a motorized vehicle, 53 percent of the victims were not wearing seatbelts. Alcohol and/or drugs were involved in 9 out of 21 or 43 percent of these cases. Sixteen decedents were male and 5 were female. The age range was from 17 to 88 years old with 19 percent of deaths comprised of individuals under the age of 20 years old. These findings, specifically the lack of seatbelt use and the use of drugs/alcohol while operating a motor vehicle, will be used in future presentations to the youth of McLean County.

Accidental Deaths (17 total)

Drug Overdose	8	Fall	2	Medical Mishap	1
Cold Exposure	1	Boating	2	Workplace	2
Carbon Monoxide	1				

Accidental death investigations may be complicated and almost always involve more personnel hours than the average case. Four out the eight accidental drug overdoses were as a result of heroin toxicity. Methadone toxicity or the combination of alcohol with prescription medication resulted in the remaining 4 deaths. Both workplace deaths occurred in December 2004 and resulted in OSHA violations. Ten of the victims were male and 7 were female.

Suicides (16 total)

Gunshot	10
Hanging	3
Carbon Monoxide	2
Drug Ingestion	1

Fifteen of the 16 suicide victims were male. The age range for victims was 23 to 80 years old. Whereas the trend in the past has been that the majority of victims were young men *and* women suffering from a mental illness, this year's trend indicates that the majority of victims were male and had a diagnosis of depression. Access to mental health services does not seem to be an issue; however the overall awareness of mental illness has risen in the community and is more than likely reflected in this analysis. Drug dependency, gambling addiction, changes in quality of life, and pending criminal matters were factors in the remaining cases. Coroner Kimmerling and Chief Deputy Nafziger continue to follow this disturbing trend and remain active in the McLean County Center for

Human Services and the McLean County Survivors of Suicide Support group respectively.

Homicides (5 total)

Gunshot	2
Pedestrian	1
Stabbing	2

A Coroner's jury shall rule a death a homicide when a death results from an injury or poisoning or from a volitional act committed by another person to cause fear, harm, or death; intent to cause death is a common element but is not required for classification as homicide. Normally, the McLean County community averages 1-2 homicides per year, so 2004 ranks slightly higher than average.

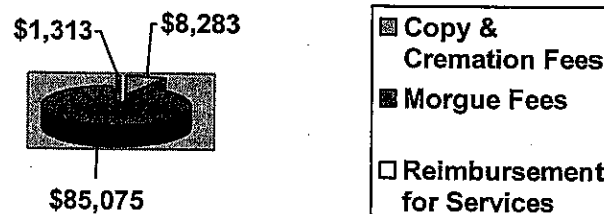
Undetermined Deaths (1 total)

Drug Overdose 1

An undetermined manner of death occurs when a Coroner's jury at the inquest could not clearly determine the circumstances surrounding the death (either evidence was insufficient or deliberation was inconclusive). For example, whether a gunshot wound was intentional or accidental. The one undetermined death in 2004 was as a result of a young man's overdose on heroin and cocaine.

III. Points of Interest within the Coroner's Office

- The office issued 119 Coroner's death certificates and signed 314 cremation permits. The Coroner must sign all cremations as a final check and balance, and as such, the County's general fund receives \$10 for every permit signed. The following pie chart illustrates the sources of Coroner's Office revenue which totaled just under \$95,000 for the year 2004.



- Coroner's Office staff conducted 66 inquests in 2004 compared to 59 in 2003.
- The youthful DUI program, a joint program between the Coroner's Office and Court Services, had 54 juvenile offenders successfully complete the program.
- The Diversionary Program for Juvenile Probation is a regularly scheduled tour and presentation program. Classes are held every 6-8 weeks in conjunction with Court Services. There are approximately 20 juveniles in each class, and parents are encouraged to attend as well.
- The Coroner's Office referred 20 cases to the American Red Cross and 26 cases to the Gailey Eye Bank for tissue and/or organ donations.
- Alzheimer's research continues on a limited basis. Currently, there are 15 persons enrolled in this brain procurement program. Two individuals donated their brains for Alzheimer's research in 2004.

IV. Morgue Management

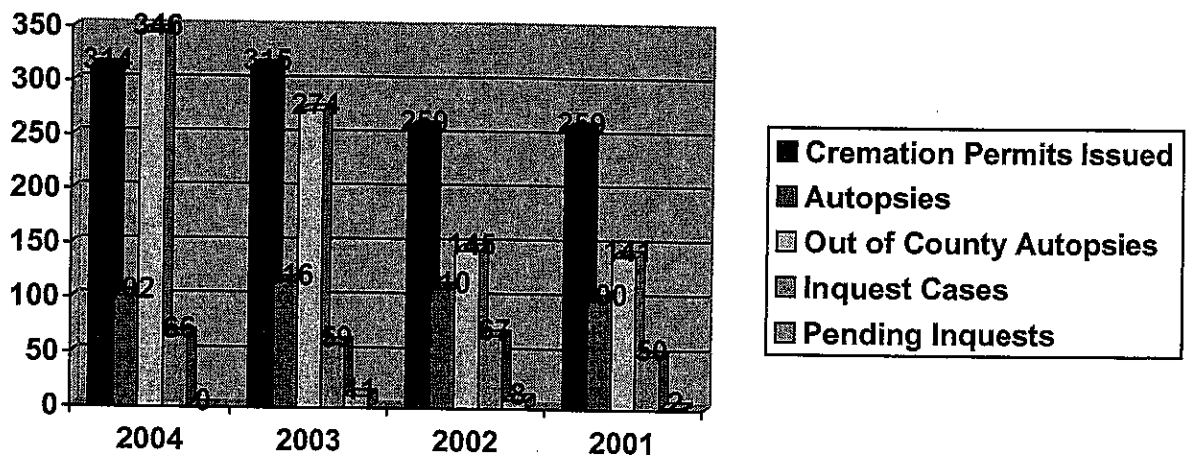
The total number of autopsies (448) performed in the McLean County morgue is at an all time high for the fourth consecutive year. The following counties utilized the morgue and its pathology services in 2004:

Peoria	116 cases
Champaign	85
Vermillion	35
LaSalle	33
Livingston	29
DeWitt	14
Ford	12
Woodford	10
Iroquois	7
Logan	4
Knox	1

Total: 346 Out of County Cases

Although at times challenging, the Coroner's Office tried to maintain morgue operations and associated costs during this period of substantially increased use.

The following chart illustrates the past four year trend in McLean County autopsies, out of county autopsies, the number of cremation permits signed, and the number of inquests held. Please note that Coroner Kimmerling opted to delay the completion of this year's report in order to have zero pending cases for 2005.



V. Education/Public Service

A new achievement for 2004 was that the McLean County Coroner's Office became an established clinical site for Illinois State University (ISU) Mennonite College of Nursing. Autopsy viewing experiences continue to be offered to all three nursing programs in the area, and several students from both ISU and Illinois Wesleyan University (IWU) took advantage of this opportunity.

During 2004, Coroner Kimmerling was honored to speak at many different organizations. The topics of her talks ranged from the Roles and Responsibilities of the Coroner to Forensic Nursing to Women and Leadership. These groups included:

- Student Nurses Association for the State of Illinois
- American Association of CCRN sponsored Trauma Conference
- State Farm Professional Group
- Illinois Central College Crime Scene Technology Program
- St. Francis School of Nursing
- Leadership of McLean County
- Children's Discovery Museum: Crime Scene Investigation
- SIDS of Illinois
- IWU Life/Health Insurance class
- ISU Mennonite School of Nursing-Community Health Nursing class
- ISU Mennonite School of Nursing-Anatomy & Physiology class
- Normal Kiwanis
- Lexington Community Center Seniors
- Gridley High School Science class
- LeRoy High School: Day of the Dead
- Gridley 6th grade class
- Bloomington Fire Department
- Heyworth EMS

Chief Deputy Nafziger represented the Coroner's Office at the ISU 'Expanding Your Horizons' program which promotes math and science to girls in elementary and junior high school. She also spoke at the Alzheimer's Support Group and continues to facilitate the McLean County Survivors of Suicide Support Group. Deputy Killian is responsible for presenting to the driver's education programs, the youthful DUI offenders program, and the juvenile court service diversionary program.

During 2004, the following groups toured the Coroner's Office and became reacquainted with various aspects of the role of the Coroner within the community:

- IWU Forensic Anthropology class
- ISU Death & Dying class
- Heartland Community College Death & Dying class
- Peoria Christian School
- Normal Police Department Youth Group
- McLean County Survivors of Suicide Support Group
- State Farm Women in Leadership
- McLean County Legal Secretaries
- Driver's Education programs, including classes from Central Catholic High School, LeRoy High School, and Reeder's Driving School
- Heyworth Junior Firefighters
- Bloomington High School Business Law
- Normal Community High School
- Juvenile Court Services Diversionary Program

There continued to be a rather large interest in internships and job shadowing possibilities within the field of forensic science, and the Coroner's Office received inquiries on a daily basis as to available opportunities. Chief Deputy Nafziger is responsible for managing our interns and job shadows. In 2004, the Coroner's Office hosted students from IWU, ISU, Heartland Community College, Millikin University, Southern Illinois University, Roanoke-Benson High School, Heyworth High School, University High School, and Bloomington High School.

VI. Personnel Changes

Coroner Beth Kimmerling, Chief Deputy Coroner Barb Nafziger, Deputy Coroner David Killian, and Deputy Coroner Gary Morefield continue to staff the office on a full-time basis. Administrative Deputy Coroner Judy Mowery assists the office on a part-time basis five days per week.

Primary part-time Deputy Coroners, or Deputies who take call at least once per month, include Sarah Dick, Deb Phares, Mike Katz, Bob Burritt, Staci Sutton, Larry Milby, and David Leach. Deputy Coroners who work on a less frequent basis are Randy Wikoff, Eric Crabtree, Mike O'Grady, and RD Johnson.

VII. Training

To better address the safety of Coroner's Office staff while performing death scene investigations, Coroner Kimmerling pursued a 40 hours Mandatory Firearms course for five members of her staff. This training was sponsored by the Law & Justice Commission Mobile Team Unit 8 (MTU 8) and held in May 2004 at the Bloomington Range. Coroner Kimmerling is reviewing the weapons policies of the McLean County Sheriff's Department and the Bloomington Police Department. Once a policy is written, Coroner's Office staff will train with members of the McLean County Sheriff's Department on an annual basis.

The Coroner's Office continued with its goal of having all primary staff complete the ABMDI certification process. Deputy Coroners Morefield and Phares successfully completed this certification exam in the first quarter of 2004. Presently all full-time staff and two primary part-time Deputies are Registered Death Investigators. Coroner Kimmerling's goal will be to have Deputy Coroners Katz, Sutton, and Burritt start the process during 2005.

During the year 2004, members of the Coroner's Office were able to attend specialized investigative schools and accumulate continuing education credits to keep their ABMDI certification current. In July, Coroner Kimmerling attended a 16 hour 'Fire Fatality Investigations' course offered by the Public Agency Training Council (PACT) in Bloomington, Illinois. She attended the International Association of Forensic Nursing annual conference in Chicago, Illinois in October and also participated in the Illinois Coroners and Medical Examiners Association fall continuing education program in November.

In March 2004, Chief Deputy Nafziger attended a 'Depression and Bipolar Disorder' seminar offered by the Institute for Natural Resources and held in Peoria, Illinois. She also participated in a three day course in April entitled 'Reconstruction of Shooting Incidents and the Investigation of Violent Crime Scenes' co-sponsored by the Texas Rangers and the Southern Institute of Forensic Science which was held in Cypress, Texas. Later in October, Deputy Nafziger attended a 'First Line Supervision' course sponsored by MTU 8 and held in Normal, Illinois. Her future training goals include pursuing education in suicide prevention, specialized criminal investigations, and completing her formal education in criminal justice and/or sociology.

In February 2004, Deputy Killian along with Deputy Morefield and Deputy Katz attended an MTU 8 sponsored 'Report Writing' course in Normal, Illinois. Deputy Killian attended the two day training program 'Reid Interview & Interrogation' in March 2004. This class was held in Normal, Illinois and was also sponsored by MTU 8. In June, he successfully completed a 40 hour 'Basic Traffic Accident Investigation' course held in Bartlett, Illinois. Deputy Killian and Deputy Phares participated in a two day 'Disaster Response' seminar held at O'Hare International Airport. This course was sponsored by the Midwest Forensic & Mortuary Support Foundation. And then in November 2004, Deputy Killian attended a 40 hour 'Crime Scene Technology' course offered by Northwestern University. Deputy Killian has expressed an interest in attending future training seminars on accident reconstruction and crime scene processing.

As mentioned above, Deputy Morefield attended the MTU 8 'Report Writing' course in February 2004. Later that month, he attended a two day course entitled 'Managing Property & Evidence in Law Enforcement Agencies' held in Lafayette, Louisiana. Deputy Morefield is responsible for the maintenance of the Coroner's Office Evidence Room and the storage of all personal property. He was also able to participate in the Illinois Coroners and Medical Examiners Association's annual conference in Fairview Heights in September. Deputy Morefield's future training interest lies within the area of entomology or buried remains.

Part-time staff is also given the opportunity to attend outside training events. As mentioned above, Deputy Phares attended the Midwest Forensic & Mortuary Support Foundation's two day 'Disaster Response' course at O'Hare International Airport and a three day 'Child Injury & Death Investigation' offered by PACT in Bloomington, Illinois. Deputy Katz was able to participate in two locally held MTU 8 sponsored courses: 'Report Writing' and 'Suicide Prevention'. Deputy Sutton took advantage of a three day 'Basic Death Investigation' class held in Bloomington, Illinois and sponsored by PACT.

VIII. Conclusion

The year in review for Coroner's Office operations contains several areas of importance: long term goals have been identified for the next four year period; the scope and magnitude of death investigations continue to increase; and the total number of autopsies performed at the McLean County morgue is the highest number in history. Compassion, professionalism, public service, and fiscal responsibility remain priorities for Coroner Kimmerling and her staff.

2004 McLean County Autopsies

CASE	DOD	SEX	AGE	REASON	CAUSE OF DEATH	RESTRAINT	TOXICOLOGY	INQUEST
013	4-Jan	F	58	MVA	Multiple Blunt Force Trauma	No	BAC .106	Accidental
025	9-Jan	M	80	Apparent Suicide	Carbon Monoxide Intoxication	NA	69% CO	Suicide
029	11-Jan	F	47	Sudden Death	Bronchopneumonia	NA	None Contributing	NA
044	17-Jan	M	46	Sudden Death	Hemopericardium	NA	None Contributing	NA
049	19-Jan	M	77	Fall	Bronchopneumonia	NA	NA	NA
074	28-Jan	M	42	Apparent Suicide	Carbon Monoxide Intoxication	NA	89% CO	Suicide
076	29-Jan	F	68	Sudden Death	Hypothermia	NA	BAC .130	Accidental
098	7-Feb	F	52	Sudden Death	Hemopericardium	NA	None Contributing	NA
100	7-Feb	M	51	Sudden Death	Coronary Atherosclerosis	NA	None Contributing	NA
104	8-Feb	M	83	External	Closed Head Injuries	NA	NA	Accidental
119	15-Feb	M	78	Sudden Death	Pulmonary Emboli & Cancer	NA	None Contributing	NA
128	20-Feb	M	25	Apparent Suicide	Hanging	NA	BAC .150	Suicide
136	23-Feb	F	35 week gest.	Stillborn	Intrauterine Fetal Demise	NA	None Contributing	NA
138	24-Feb	M	58	Sudden Death	Bronchopneumonia	NA	None Contributing	NA
148	28-Feb	M	21	MVA	Blunt Chest & Abdominal Trauma	No	BAC .196	Accidental
150	28-Feb	F	90	Sudden Death	Bacterial Sepsis	NA	None Contributing	NA
170	4-Mar	F	37	Sudden Death	Hemopericardium	NA	None Contributing	NA
191	13-Mar	M	68	Sudden Death	Pulmonary Emboli	NA	None Contributing	NA
194	13-Mar	F	50	Sudden Death	Sepsis	NA	None Contributing	NA
198	15-Mar	F	46	Sudden Death	Coronary Atherosclerosis	NA	Negative	NA
201	15-Mar	F	34	Apparent Suicide	GSW - Head	NA	None Contributing	Suicide
206	19-Mar	M	2 mo.	Sudden Death	Viral Illness	NA	Negative	NA
209	20-Mar	M	23	Sudden Death	Salicylate Intoxication	NA	Salicylate (Asprin)	Suicide
212	25-Mar	M	55	Sudden Death	Coronary Atherosclerosis	NA	None Contributing	NA
215	26-Mar	M	82	Sudden Death	C.O.P.D.	NA	Negative	NA
218	27-Mar	M	59	Sudden Death	Coronary Thrombosis	NA	Negative	NA
219	27-Mar	M	27	Sudden Death	Opiate & Cocaine Intoxication	NA	Heroin; Cocaine	Undetermined

CASE	DOD	SEX	AGE	REASON	CAUSE OF DEATH	RESTRAINT	TOXICOLOGY	INQUEST
221	29-Mar	M	35	Sudden Death	Hanging	NA	BAC .320; Cocaine	Suicide
230	31-Mar	M	38 week gest.	Stillborn	Intrauterine Fetal Demise	NA	None Contributing	NA
233	2-Apr	M	37	Sudden Death	Fatty Liver	NA	BAC .031	NA
238	5-Apr	M	54	Sudden Death	Opiate Intoxication	NA	Morphine (Heroin)	Accidental
245	8-Apr	F	44	Sudden Death	Anoxic Encephalopathy	NA	Morphine (Heroin)	Accidental
247	9-Apr	F	45	Sudden Death	Carbon Monoxide Intoxication	NA	BAC .129; 83% CO	Accidental
251	11-Apr	M	35	Sudden Death	Opiate & Ethanol Intoxication	NA	Morphine (Heroin); BAC .036	Accidental
258	14-Apr	M	60	Sudden Death	Hypertensive Cardiovascular Disease	NA	None Contributing	NA
310	7-May	F	46	Sudden Death	Opiate Intoxication	NA	Morphine	Accidental
323	13-May	M	35	Sudden Death	Hemoperitoneum	NA	None Contributing	Accidental
332	14-May	M	49	Sudden Death	Subarachnoid Hemorrhage	NA	None Contributing	NA
362	26-May	M	54	Sudden Death	Ethanol & Doxepin Intoxication	NA	BAC .240; Doxepin	Accidental
363	26-May	M	74	Sudden Death	Pulmonary Emboli	NA	None Contributing	NA
368	28-May	M	18	MVA	Blunt Chest Trauma	Unknown	Cocaine; Cannabinoids	Accidental
373	30-May	M	26	Boat Mishap	Drowning	No	THC	Accidental
377	30-May	M	30	Sudden Death	Coronary Thrombosis	NA	Negative	NA
380	3-Jun	F	45	Sudden Death	Pulmonary Emboli	NA	None Contributing	NA
395	7-Jun	M	63	Apparent Suicide	GSW - Head	NA	None Contributing	Suicide
402	8-Jun	M	15	Sudden Death	Myocarditis	NA	Negative	NA
416	16-Jun	M	27	Boat Mishap	Drowning	No	BAC .254	Accidental
423	18-Jun	F	43	Sudden Death	Anoxic Encephalopathy	NA	None Contributing	NA
429	20-Jun	F	39	Sudden Death	Ethanol & Metaxalone Intoxication	NA	BAC .080; Metaxalone	Accidental
440	25-Jun	M	50	MVA	Multiple Blunt Force Trauma	No	Negative	Accidental
451	29-Jun	M	44	MVA	Multiple Blunt Force Trauma	Yes	Negative	Accidental
453	1-Jul	M	26	Apparent Suicide	GSW - Head	NA	Negative	Suicide
458	2-Jul	M	52	Sudden Death	Coronary Atherosclerosis	NA	Negative	NA

CASE	DOD	SEX	AGE	REASON	CAUSE OF DEATH	RESTRAINT	TOXICOLOGY	INQUEST
462	4-Jul	F	32	Sudden Death	Methadone Toxicity	NA	Methadone	Accidental
466	5-Jul	M	67	Sudden Death	Cardiac Arrhythmia	NA	None Contributing	NA
473	8-Jul	M	36	MVA	Blunt Head, Neck, and Chest Trauma	No	BAC .036	Accidental
477	9-Jul	M	31	Apparent Suicide	GSW - Chest	NA	None Contributing	Suicide
481	10-Jul	M	51	Sudden Death	Hypertensive Cardiovascular Disease	NA	Negative	NA
489	13-Jul	F	60	Sudden Death	Metastatic Lung Cancer	NA	None Contributing	NA
496	19-Jul	M	51	MVA	Multiple Blunt Force Trauma	Yes	Negative	Accidental
516	1-Aug	F	44	MVA	Multiple Blunt Force Trauma	Yes	None Contributing	Accidental
518	3-Aug	F	51	Sudden Death	Coronary Thrombosis	NA	None Contributing	NA
521	5-Aug	F	59	Sudden Death	Pulmonary Emboli	NA	Negative	NA
523	6-Aug	M	32	Sudden Death	Seizure Disorder	NA	Phenytoin	NA
525	6-Aug	F	60	Sudden Death	Pulmonary Emboli	NA	Negative	NA
529	9-Aug	M	62	MVA	Multiple Blunt Force Trauma	Pedestrian	Negative	Accidental
533	10-Aug	M	16	GSW	GSW - Head	NA	Cannabinoids	Homicide
538	15-Aug	M	46	Sudden Death	Hypertensive Cardiovascular Disease	NA	None Contributing	NA
547	18-Aug	F	85	MVA	Valvular & Atherosclerotic Cardiovascular Disease		None Contributing	Accidental
553	20-Aug	M	28	MVA	Multiple Injuries		Vitreous Alcohol .299	Accidental
561	23-Aug	M	71	Apparent Suicide	GSW - Head	NA	None Contributing	Suicide
571	28-Aug	M	52	Apparent Suicide	GSW - Chest	NA	None Contributing	Suicide
599	8-Sep	M	17	MVA	Cranial-Cerebral Injuries	Yes	Negative	Accidental
606	9-Sep	M	49	Sudden Death	Ethanol & Amitriptyline Intoxication	NA	BAC .151; Amitriptyline	Accidental
608	10-Sep	M	61	Apparent Suicide	GSW - Head	NA	None Contributing	Suicide
636	26-Sep	M	50	MVA	Blunt Pelvic Trauma	Pedestrian	BAC .031; Cocaine	Homicide
645	30-Sep	M	93	MVA	Atherosclerotic & Hypertensive Cardiovascular Disease		None Contributing	Natural

CASE	DOD	SEX	AGE	REASON	CAUSE OF DEATH	RESTRAINT	TOXICOLOGY	INQUEST
651	3-Oct	F	66	Sudden Death	Peritonitis	NA	Negative	NA
658	7-Oct	M	56	Apparent Suicide	GSW - Head	NA	None Contributing	Suicide
692	25-Oct	M	66	MVA	Positional Asphyxia	Yes	None Contributing	Accidental
715	5-Nov	F	42	Sudden Death	GSW - Back	NA	BAC .207	Homicide
722	7-Nov	M	19	MVA	Neck Injuries	Unclear	Negative	Accidental
729	10-Nov	F	3 mo.	Sudden Death	Viral Illness	NA	Negative	NA
738	24-Nov	M	73	Sudden Death	C.O.P.D.	NA	None Contributing	NA
740	25-Nov	M	30	MVA	Blunt Chest Trauma	Pedestrian	Negative	Accidental
743	26-Nov	F	53	Sudden Death	Gastrointestinal Hemorrhage	NA	Negative	NA
745	27-Nov	M	75 days	Sudden Death	SIDS	NA	Negative	NA
752	30-Nov	F	83	Sudden Death	Ischemic Bowel	NA	Negative	NA
757	6-Dec	M	25	Apparent Suicide	Gunshot Wound to the Mouth	NA	Negative	Suicide
759	8-Dec	M	72	Apparent Suicide	Hanging	NA	Negative	Suicide
768	9-Dec	M	24	Sudden Death	Multiple Crushing Injuries	NA	Negative	Accidental
786	13-Dec	M	54	Sudden Death	Myocardial Infarction	NA	None Contributing	NA
801	19-Dec	F	26	Stabbing	Multiple Stab Wounds	NA	Cocaine	Homicide
802	19-Dec	F	41	Stabbing	Multiple Stab Wounds	NA	Cocaine	Homicide
808	17-Dec	M	21	Sudden Death	Thermal Injuries	NA	BAC .157	Suicide
813	25-Dec	M	88	MVA	Blunt Chest Trauma	Unknown	Negative	Accidental
815	26-Dec	F	78	MVA	Blunt Chest Trauma	Unknown	None Contributing	Accidental
817	27-Dec	M	54	Sudden Death	Myocardial Infarction	NA	None Contributing	NA
826	29-Dec	F	74	MVA	Blunt Chest Trauma	Yes	Negative	Accidental
827	31-Dec	M	48	Work Related Injury	Cranial-Cerebral Injuries	NA	None Contributing	Accidental

**Office of the Coroner
McLean County
FEBRUARY REPORT**

	FEB 2005	FEB 2004	TYTD 2005	LYTD 2004
<i>Cases</i>	74	74	145	156
<i>Autopsies</i>	12	8	20	15
<i>Out/County Autopsies</i>	24	28	53	66
<i>Inquests</i>	7	8	12	17

TOTAL DEPOSITS

2005 REVENUE

<i>Copy Fees</i>	\$1405.00
<i>Morgue Fees</i>	\$ 750.00
<i>Reim/Services</i>	\$0
<i>Paid to Facilities Mgt.</i>	\$0

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 0

Medical/Sudden death – 4

Homicide – 2

Other (pending tox. & autopsy results and/or inquest ruling) – 6

OPEN DEATH INVESTIGATIONS

Traffic Crash – 4 Homicide – 2

Medical/Sudden death – 4 Other/Pending - 11



Jury Commission of McLean County

Room 504, Law & Justice Center
P.O. Box 2400
Bloomington, Illinois 61702-2400

Telephone (309) 888-5241

DATE: April 4, 2005

TO: Honorable Members of the Justice Committee,
McLean County Board

FROM: Cindy L. Brand
Jury Coordinator

RE: Statistics and Progress - Quarterly Report

I am submitting for your information the quarterly statistics of our activity.

As shown in the Comparative Jury Trial Statistics the number of jury trials held during the first quarter of 2005 is less than during the same period in 2004. This is a small decrease primarily due to the change of judge assignments. There were 5 less trials in January as judges and attorneys became acclimated to new assignments.

We strive to inconvenience jurors as little as possible and also save money by having jurors check the website or automated telephone message the night before as to how many are to report the next day and also having late morning call-ins for afternoon trials. While this is effective, one-third of the groups of jurors during this quarter were sent home because the trial was unable to be held. Often this is because of a plea or a settlement but unexpected illnesses or absence of parties also contributed to trials being continued.

More jurors are utilizing the website than last year.

During non-jury weeks we continue to make the jury assembly room available to other departments for large meetings.

**Comparative Jury Trial Statistics
Number of Trials Conducted**

Month:	2005	2004	2003	2002	2001	2000
Jan:	7	12	13	10	11	3
Feb:	8	8	9	9	8	6
Mar:	$\frac{7}{22}$	$\frac{7}{27}$	8	8	18	9
Apr:		6	3	10	6	7
May:		14	11	9	12	7
June:		12	0	8	9	10
July:		12	5	10	15	8
Aug:		12	6	12	9	6
Sept:		9	7	11	11	9
Oct:		11	7	13	11	2
Nov:		5	8	10	2	4
Dec:		6	14	10	11	6
Totals:		114	91	120	123	77


STATE OF ILLINOIS
COUNTY OF MCLEAN

JUROR PAYMENT SUMMARY REPORT

JB-PANEL	APPEARANCE DATE	JURORS SUMMONED	JURORS SERVED	PER DIEM PAID	MILEAGE PAID	PARKING PAID	MISCELLANEOUS PAID	OTHER PAID	TOTAL PAID
JAB Petit	Jan 10, 2005	240	182	\$3240.00	\$1439.75	\$0.00	\$0.00	\$0.00	\$4679.75
JAZ Coroner	Jan 13, 2005	34	26	\$450.00	\$141.70	\$0.00	\$0.00	\$0.00	\$591.70
JAC Petit	Jan 18, 2005	200	101	\$1660.00	\$1007.50	\$0.00	\$0.00	\$0.00	\$2667.50
JAD Petit	Jan 24, 2005	200	40	\$400.00	\$238.55	\$0.00	\$0.00	\$0.00	\$638.55
FBG Grand	Feb 02, 2005	34	21	\$680.00	\$351.00	\$0.00	\$0.00	\$0.00	\$1031.00
FBB Petit	Feb 14, 2005	200	142	\$3020.00	\$1694.55	\$0.00	\$0.00	\$0.00	\$4714.55
FBD Petit	Feb 28, 2005	200	32	\$600.00	\$289.90	\$0.00	\$0.00	\$0.00	\$889.90
MRA Petit	Mar 07, 2005	240	162	\$2250.00	\$1111.50	\$0.00	\$0.00	\$0.00	\$3361.50
TOTAL		1348	706	\$12300.00	\$6274.45	\$0.00	\$0.00	\$0.00	\$18574.45
TOTAL Petit		1280	659	\$11170.00	\$5781.75	\$0.00	\$0.00	\$0.00	\$16951.75
AVERAGE COST PER JUROR - Petit		\$25.72							
TOTAL Grand		34	21	\$680.00	\$351.00	\$0.00	\$0.00	\$0.00	\$1031.00
AVERAGE COST PER JUROR - Grand		\$49.10							
TOTAL Coroner		34	26	\$450.00	\$141.70	\$0.00	\$0.00	\$0.00	\$591.70
AVERAGE COST PER JUROR - Coroner		\$22.76							

McLean County Children's Advocacy Center Monthly Statistics

February, 2005

	2004 1st Interview Month/YTD Stats	1st. Interview 2005 Month/YTD	Juv. Suspect Interview 2005	Stb/Witness Interview 2005	2nd Interview 2005	Out of County Interview	Total Monthly Interviews	YTD Totals
JANUARY	13/13	19/19	2	4	0	0	25	25
FEBRUARY	12/25	5/24	0	7	0	5	17	42
MARCH	12/37							
APRIL	15/52							
MAY	15/67							
JUNE	14/81							
JULY	21/102							
AUGUST	18/120							
SEPTEMBER	16/136							
OCTOBER	10/146							
NOVEMBER	12/158							
DECEMBER	20/178							
YEAR TO DATE TOTALS	178	24	2	11	0	5	42	42



Children's Advocacy Center CASA of McLean County

200 West Front 5th Floor

Bloomington, Illinois 61701

(309) 888-5656

FAX (309) 888-4969

CASA Report February 2005

The CASA Assignments for February:

5 Volunteers Assigned

9 Children ages 1-16

The February Program Statistics:

15 Cases Assigned to Date

83 Active CASA Volunteers

151 McLean County Children Served

22 Court Hearings Attended

21 Court Reports Filed

Program Updates:

The 25th CASA training class began on January 31, 2005, and ran through the month of February on Monday's and Wednesday's. We have a class of 7 individuals that will be Sworn-In on March 16, 2005, to advocate for abused and neglected children in McLean County.

On February 17, 2005 the CASA office held a Lunch and Learn with Jami Ralph, Public Service Administrator for the Department of Children and Family Services. Mr. Ralph spoke on the Family Solutions program and the preventative nature of the program, to keep families in tact without entering the court system. The Family Solutions program is based on providing services to families that are "at risk" for child abuse or neglect. The program proactively provides often daily monitoring by a caseworker to aid the family in budgeting, parenting skills, housecleaning and employment. The In-Service was well attended, with over 20 volunteers!

9-1-1 Statistics for February, 2005

- Incoming Calls by Type Daily and Monthly total.
- Average Ring Time Ranges.
- Call Counts and Average Time.
- Error Resolution Report.

company
t run: 14-Mar-2005 16:44:22
y operator: My Name
ore info here...

incoming calls

Report template: Daily Incoming Call Types
Analyzing subject type: Position Group entity: All

Requested period:
From: 01-Feb-2005 00:00:00
Until: 28-Feb-2005 23:59:59

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
01-Feb-2005	560	368 (65.7%)	192 (34.3%)	118 (61.5%)	74 (38.5%)	0 (0.0%)	8 (4.2%)
02-Feb-2005	538	372 (69.1%)	166 (30.9%)	104 (62.7%)	62 (37.3%)	0 (0.0%)	10 (6.0%)
03-Feb-2005	496	333 (67.1%)	163 (32.9%)	85 (52.1%)	78 (47.9%)	0 (0.0%)	7 (4.3%)
04-Feb-2005	558	391 (70.1%)	167 (29.9%)	80 (47.9%)	87 (52.1%)	0 (0.0%)	10 (6.0%)
05-Feb-2005	565	372 (65.8%)	193 (34.2%)	104 (53.9%)	89 (46.1%)	0 (0.0%)	6 (3.1%)
06-Feb-2005	553	354 (64.0%)	199 (36.0%)	108 (54.3%)	91 (45.7%)	0 (0.0%)	10 (5.0%)
07-Feb-2005	548	374 (68.2%)	174 (31.8%)	114 (65.5%)	60 (34.5%)	0 (0.0%)	1 (0.6%)
08-Feb-2005	500	341 (68.2%)	159 (31.8%)	76 (47.8%)	83 (52.2%)	0 (0.0%)	4 (2.5%)
09-Feb-2005	522	369 (70.7%)	153 (29.3%)	91 (59.5%)	62 (40.5%)	0 (0.0%)	9 (5.9%)
10-Feb-2005	530	387 (73.0%)	143 (27.0%)	85 (59.4%)	58 (40.6%)	0 (0.0%)	6 (4.2%)
11-Feb-2005	527	341 (64.7%)	186 (35.3%)	95 (51.1%)	91 (48.9%)	0 (0.0%)	13 (7.0%)
12-Feb-2005	575	361 (62.8%)	214 (37.2%)	112 (52.3%)	102 (47.7%)	0 (0.0%)	5 (2.3%)
13-Feb-2005	505	325 (64.4%)	180 (35.6%)	83 (46.1%)	97 (53.9%)	0 (0.0%)	10 (5.6%)
14-Feb-2005	570	397 (69.6%)	173 (30.4%)	103 (59.5%)	70 (40.5%)	0 (0.0%)	5 (2.9%)
15-Feb-2005	521	374 (71.8%)	147 (28.2%)	105 (71.4%)	42 (28.6%)	0 (0.0%)	3 (2.0%)
16-Feb-2005	518	360 (69.5%)	158 (30.5%)	97 (61.4%)	61 (38.6%)	0 (0.0%)	6 (3.8%)
17-Feb-2005	560	393 (70.2%)	167 (29.8%)	105 (62.9%)	62 (37.1%)	0 (0.0%)	7 (4.2%)
18-Feb-2005	557	365 (65.5%)	192 (34.5%)	109 (56.8%)	83 (43.2%)	0 (0.0%)	3 (1.6%)
19-Feb-2005	577	356 (61.7%)	221 (38.3%)	105 (47.5%)	116 (52.5%)	0 (0.0%)	7 (3.2%)
20-Feb-2005	458	275 (60.0%)	183 (40.0%)	110 (60.1%)	73 (39.9%)	0 (0.0%)	14 (7.7%)
21-Feb-2005	573	407 (71.0%)	166 (29.0%)	105 (63.3%)	61 (36.7%)	0 (0.0%)	4 (2.4%)
22-Feb-2005	265	186 (70.2%)	79 (29.8%)	47 (59.5%)	32 (40.5%)	0 (0.0%)	3 (3.8%)
23-Feb-2005	523	346 (66.2%)	177 (33.8%)	97 (54.8%)	80 (45.2%)	0 (0.0%)	7 (4.0%)
24-Feb-2005	592	417 (70.4%)	175 (29.6%)	109 (62.3%)	66 (37.7%)	0 (0.0%)	9 (5.1%)
25-Feb-2005	608	417 (68.6%)	191 (31.4%)	97 (50.8%)	94 (49.2%)	0 (0.0%)	6 (3.1%)
26-Feb-2005	609	395 (64.9%)	214 (35.1%)	105 (49.1%)	109 (50.9%)	0 (0.0%)	5 (2.3%)
27-Feb-2005	514	334 (65.0%)	180 (35.0%)	109 (60.6%)	71 (39.4%)	0 (0.0%)	6 (3.3%)
28-Feb-2005	554	363 (65.5%)	191 (34.5%)	88 (46.1%)	103 (53.9%)	0 (0.0%)	8 (4.2%)

ompany

t run: 14-Mar-2005 16:44:22

y operator: My Name

ore info here...

incoming calls

Report template: Daily Incoming Call Types

Analyzing subject type: Position Group entity: All

Requested period:

From: 01-Feb-2005 00:00:00

Until: 28-Feb-2005 23:59:59

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
Total	14976	10073 (67.3%)	4903 (32.7%)	2746 (56.0%)	2157 (44.0%)	0 (0.0%)	192 (3.9%)

Company

Report run: 14-Mar-2005 16:47:13

by operator: My Name

more info here...

Ringling Time Ranges

Report template: Monthly Ringling Time Ranges

Analyzing subject type: Position Group entity: All

Requested period:

From: 01-Feb-2005 00:00:00

Until: 28-Feb-2005 23:59:59

Feb-2005

Call Count per Range

	<u>Total</u>	<u>0 to 5 sec</u>	<u>6 to 10 sec</u>	<u>11 to 15 sec</u>	<u>16 to 20 sec</u>	<u>21 to 25 sec</u>	<u>26 to 30 sec</u>
911 Incoming	4903	4835 (98.6%)	62 (1.3%)	5 (0.1%)	0 (0.0%)	1 (0.0%)	0 (0.0%)
Adm Incoming	10073	9832 (97.6%)	196 (1.9%)	31 (0.3%)	5 (0.0%)	8 (0.1%)	1 (0.0%)
Total	14976	14667 (97.9%)	258 (1.7%)	36 (0.2%)	5 (0.0%)	9 (0.1%)	1 (0.0%)

Company

Report run: 14-Mar-2005 16:47:13

by operator: My Name

more info here...

Ringling Time Ranges

Report template: Monthly Ringing Time Ranges

Analyzing subject type: Position Group entity: All

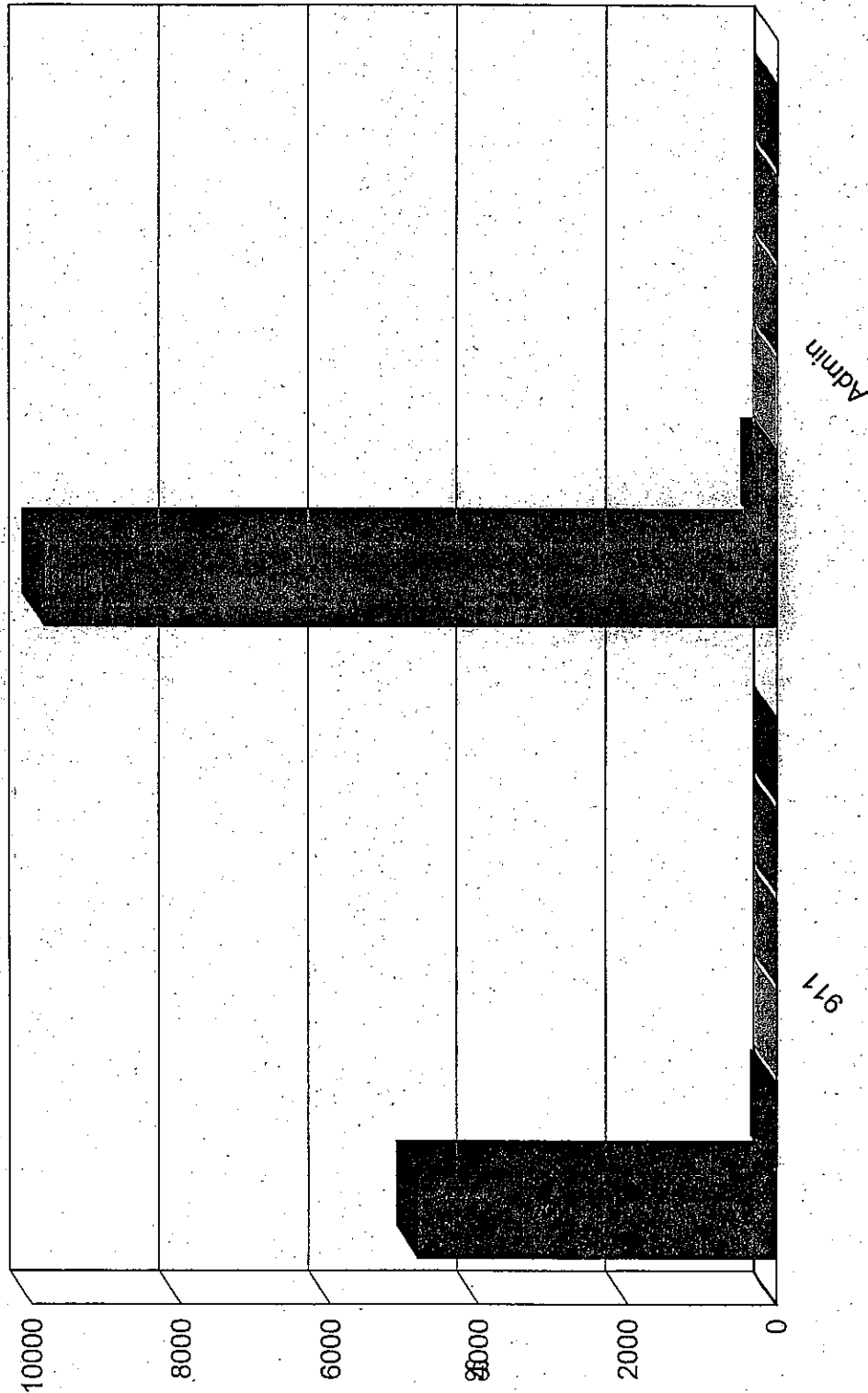
Requested period:

From: 01-Feb-2005 00:00:00

Until: 28-Feb-2005 23:59:59

-2005

Number of Calls vs Call Type



Company
: run: 14-Mar-2005 17:15:32
operator: My Name
more info here...

Call Counts and Average Time

Report template: Monthly Call Count and Average Time
Analyzing subject type: Position Group entity: All

Requested period:
From: 01-Feb-2005 00:00:00
Until: 28-Feb-2005 23:59:59

Feb-2005

<u>Calls</u>	<u>Average Ringing</u> (seconds)	<u>Average Call Duration</u> (seconds)	<u>Average Hold Time</u> (seconds)	<u>Total Holds</u> (count)
911 Incoming	4903	85	50	38
Call Back In Service	65	28	0	0
Adm Incoming	10073	66	25	1368
Adm Outgoing	5128	39	37	20
Total	20169			1426

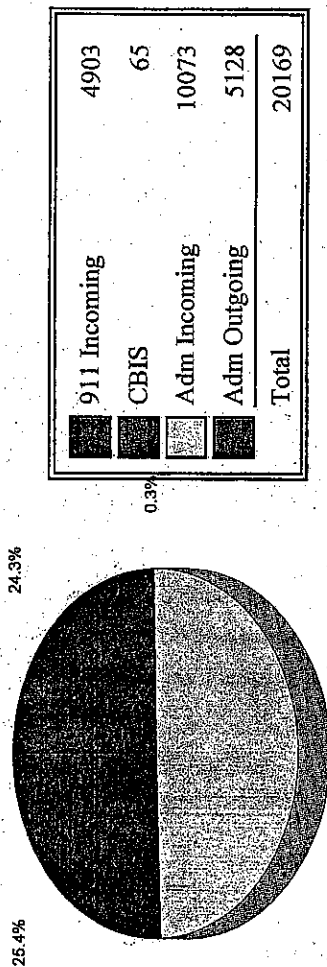
Call Counts and Average Time

Report template: Monthly Call Count and Average Time
 Analyzing subject type: Position Group entity: All

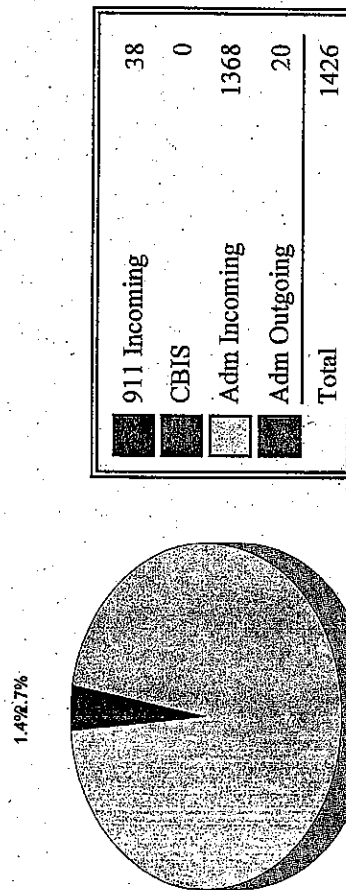
Requested period:
 From: 01-Feb-2005 00:00:00
 Until: 28-Feb-2005 23:59:59

b-2005

Call Count



Hold Count



FEBRUARY, 2005

*NO STREET NAME = NSN
*MSAG PROBLEM.= MSAG
*NEED 911 ADDRESS = N911
*CITY JURISDICTION = CJ
*CELL TOWER = CT
*REMOVE STREET DIRECTIONAL = RSD
*COMMUNITY ERROR=COMM
*NUMBER DISCONNECTED=ND
*WRONG COUNTY=WC
*DATA LINE = DL
*SPELLING ERROR = SP
*ADDRESS CHANGE = AC

ERRORS AS OF JANUARY 31, 2005
 NEW ERRORS FOR FEBRUARY
 ERRORS CORRECTED IN FEBRUARY
 ERRORS AS OF FEBRUARY 28, 2005
 DATA LINES
 ILLINOIS STATE UNIVERSITY

FEBUARY, 2005

**ERROR
NO ALI**

NUMBER CORRECTED TESTED COMPLETE

3	3		1
---	---	--	---

NO ANI

NUMBER CORRECTED TESTED COMPLETE

--	--	--	--

INCORRECT ADDRESS

NUMBER CORRECTED TESTED COMPLETE

9	9		
---	---	--	--

MSAG-STREET RANGE/COMMUNITY

NUMBER CORRECTED TESTED COMPLETE

8	8		8
---	---	--	---

**ASSIGNED ADDRESSES-UNINCORPORATED
NEW ROADS (NEW MSAG LISTING)**

2
1

TOTAL ERRORS

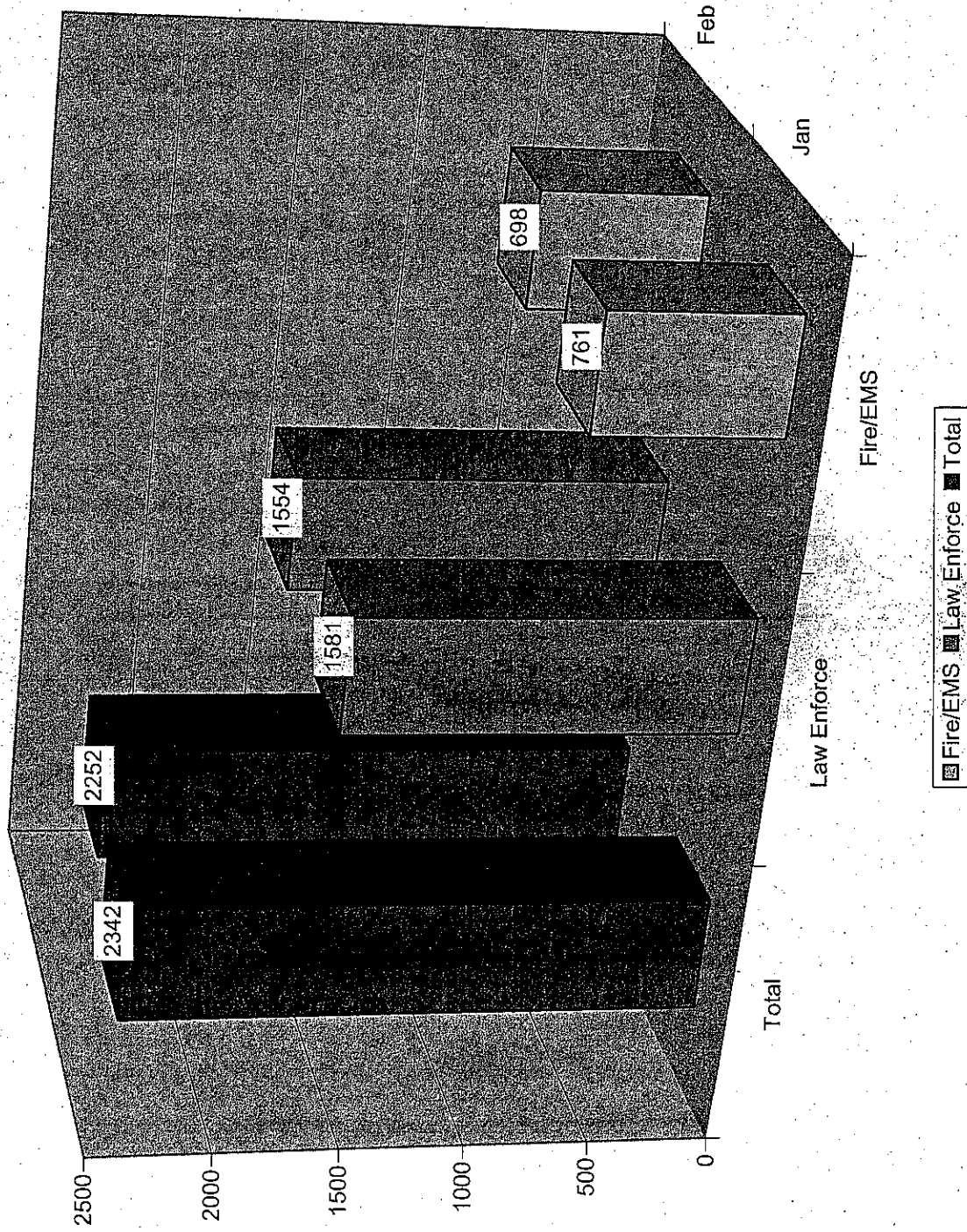
20
9

TOTAL ERRORS CLEARED

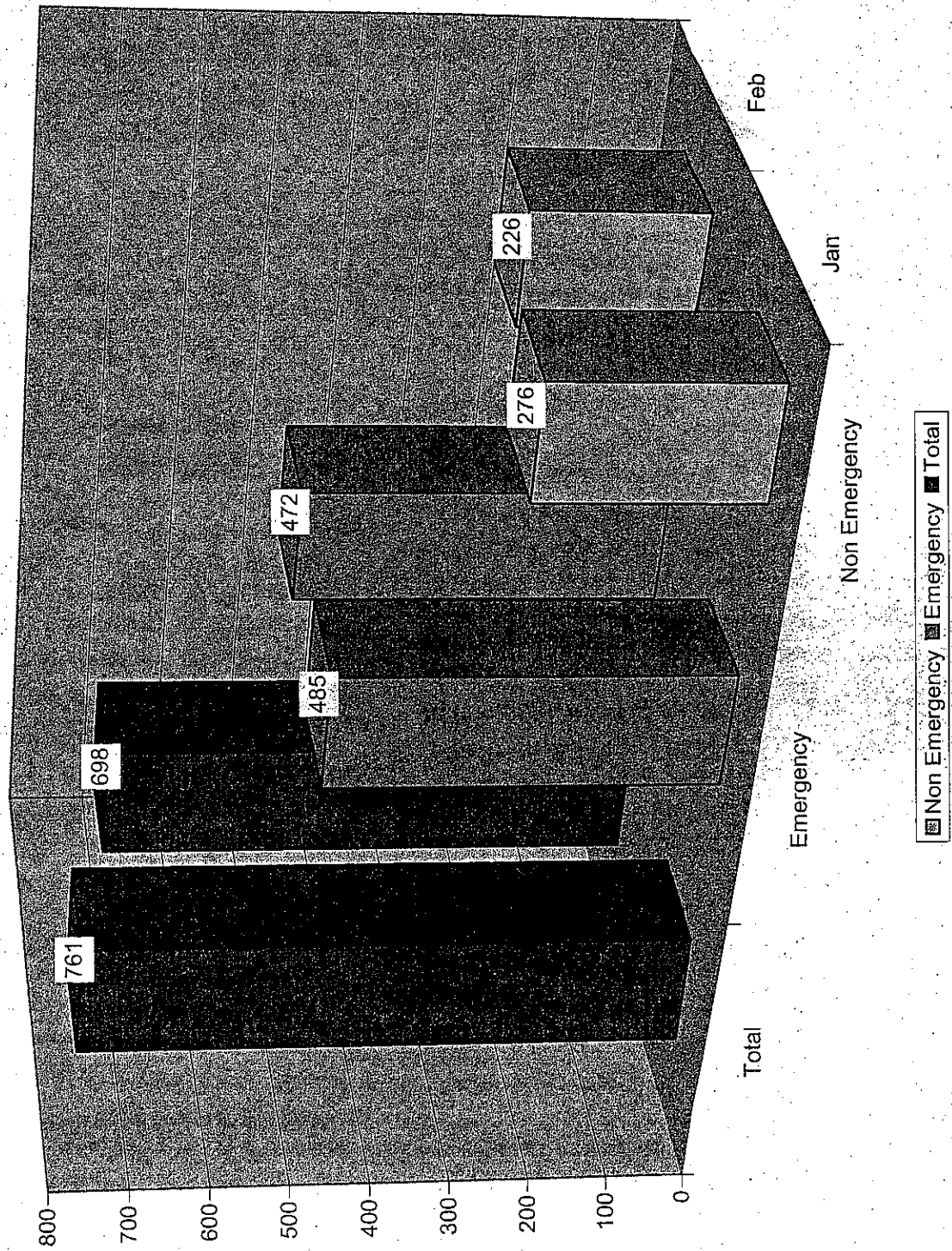
CAD Statistics for Feb. 2005

- Total CAD Responses
- Fire Responses
- Law Enforcement Responses

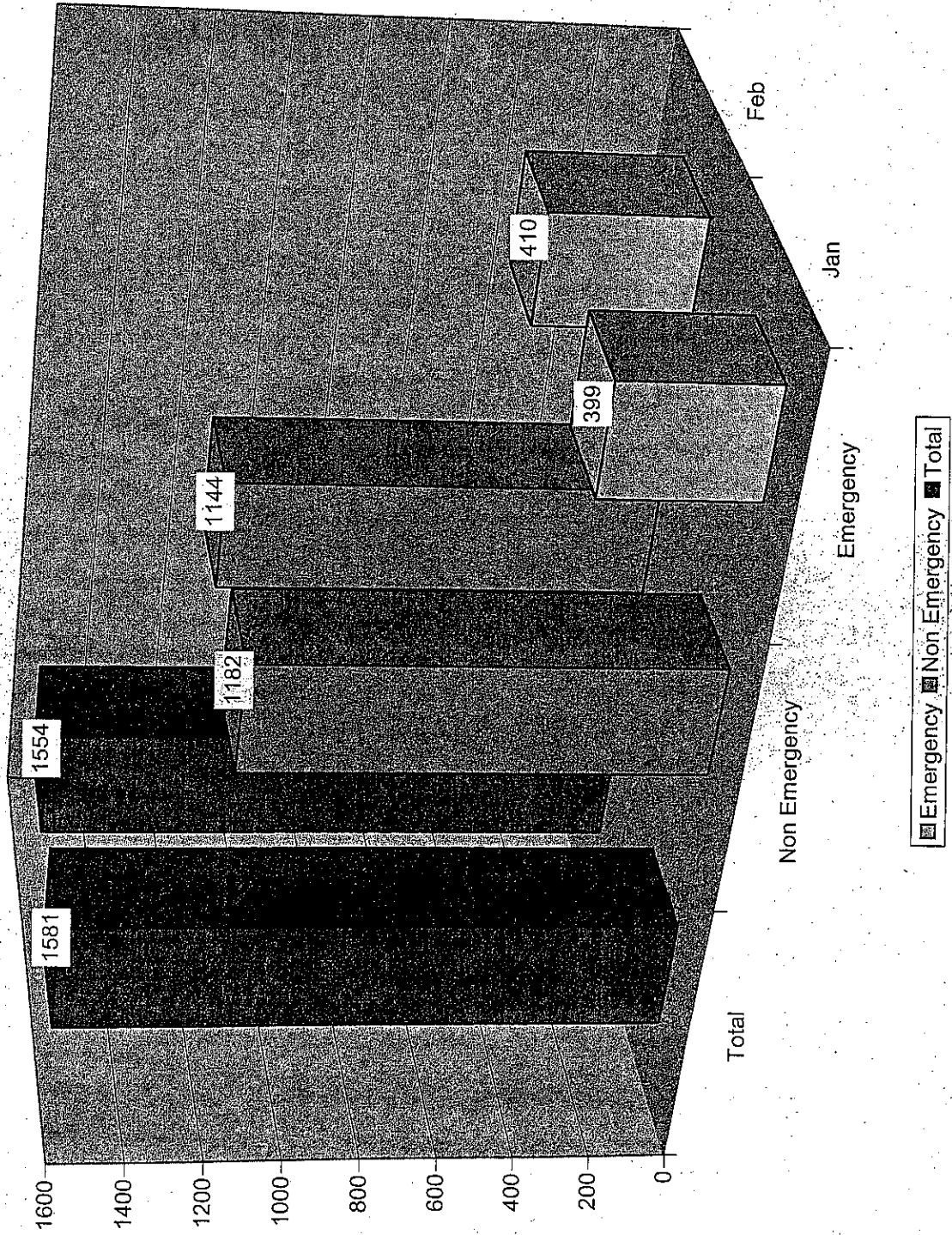
Total CAD Responses Jan. to Feb. 2005

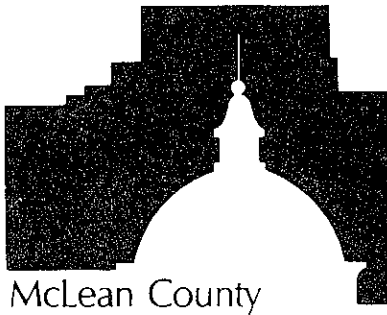


Fire Responses for Jan. to Feb. 2005



Law Enforcement CAD Responses for Jan. to Feb. 2005





McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF

"Peace Through Integrity"

Administration Office

(309) 888-5034

104 W. Front Law & Justice Center Room 105

P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051

Patrol Commander (309) 888-5166

Patrol Duty Sergeant (309) 888-5019

Jail Division (309) 888-5065

Process Division (309) 888-5040

Records Division (309) 888-5055

Domestic Crimes Division (309) 888-5860

FAX (309) 888-5072

March 28, 2005

TO: Mr. Tari Renner, Chairman
FROM: Sheriff David Owens
SUBJ: APRIL 4, 2005 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following two items be placed on the April 4th, 2005 Justice Committee Agenda for Information only:

- 1) **McLean County Detention Facility Population Report:** (Please see attached).
- 2) **2004 Annual Report:** As stated on the March agenda, Chief Love and I both plan to attend this meeting and will be prepared to answer any questions you may have with regards to the budget information provided to you last month.

Sincerely,

David Owens
Sheriff

DO:jc

MCDP-First Quarter
Population Report
March
2005

Date	Total Pop	IN House	Spec Needs		Str. Sent		Work Rel/Weekend		Other Fac	
			Female	Male	Female	Male	Female	Male	Female	Male
1	205	199	32	173	9	33	5	7	0	0
2	217	212	34	183	10	31	5	6	0	0
3	206	201	33	173	10	31	4	4	0	0
4	196	190	31	165	9	30	2	4	0	0
5	198	195	33	165	11	30	5	4	0	0
6	197	194	32	165	12	32	5	3	0	0
7	191	186	30	161	11	30	4	3	0	0
8	191	186	31	160	10	30	4	3	0	0
9	182	178	29	153	10	30	4	3	0	0
10	182	178	31	151	10	32	4	3	0	0
11	180	175	28	152	10	32	4	3	0	0
12	197	194	29	168	10	30	4	3	0	0
13	191	188	29	162	10	29	4	3	0	0
14	195	190	30	165	9	28	4	3	0	0
15	198	193	29	169	9	31	4	3	0	0
16	196	192	31	165	8	28	4	3	0	0
17	188	184	30	158	8	25	4	2	0	0
18	190	186	27	163	8	24	4	2	0	0
19	186	184	29	157	9	23	4	2	0	0
20	187	185	31	156	9	24	4	3	0	0
21	192	187	30	162	9	24	4	4	0	0
22	196	191	33	163	9	25	4	4	0	0
23	191	187	31	160	6	23	4	3	0	0
24	185	181	26	159	6	24	4	3	0	0
25	189	185	28	161	6	26	4	3	0	0
26	183	182	26	157	6	26	3	3	0	0
27	182	180	24	158	6	25	3	3	0	0
28	180	176	22	158	6	25	3	3	0	0
29									0	0
30									0	0
31									0	0
Total	5371	5259	829	4542	253	781	111	93	0	0
Average										
Mar-05	191.82	187.82	29.61	162.214	9.04	27.89	3.96	3.32	0	0.00

MCDF Average Population
By Month 2005

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	233.42	203.50	191.82										209.58
In House	211.45	195.32	187.82										198.2
Female	31.32	31.14	29.61										30.69
Male	202.16	172.54	162.21										178.97
Spec Needs Female	8.29	10.68	9.04										9.34
Spec Needs Male	13.94	7.96	8.68										10.19
Str Sent Female	7.29	7.71	8.79										7.93
Str Sent Male	44.71	28.07	27.89										33.56
Weekender Work Rel Female	5.10	7.00	3.96										5.35
Weekender Work Rel Male	10.45	9.54	3.32										7.77
Other Fac Female	2.52	1.61	00.00										1.38
Other Fac Male	13.58	.07	00.00										4.55



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

March 30, 2005

Memo to: The Honorable Chairman and Members of the Justice Committee

From: Sheriff Dave Owens *DEO*
John M. Zeunik, County Administrator *JMZ*

Re: Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean, and the Emergency Telephone Systems Board

For your information and review, attached please find the proposed Intergovernmental Agreement between the City of Bloomington (the "City"), Town of Normal (the "Town"), County of McLean (the "County"), and the Emergency Telephone Systems Board (the "ETSB"). This proposed Intergovernmental Agreement is the result of negotiations between the City Manager of Bloomington, the City Manager of Normal, the ETSB Director, and the County Administrator to reach an acceptable solution that recognizes the City's decision to withdraw from MetCom and the financial and operational impact of the City's decision on the Town, the County, ETSB and MetCom.

On January 12, 2004, the Bloomington City Council unanimously approved a Resolution Terminating the Membership of the City of Bloomington in the Metro McLean County Centralized Communications Center (see enclosed copy of Resolution). The Intergovernmental Agreement creating MetCom, which was approved in March, 1997, provided a means in Article IX for any party to the Agreement to terminate its membership (see enclosed copy of the Intergovernmental Agreement). According to the City Council, City Manager, and Chief of Police, this decision was based on the City's desire to improve the emergency communication services provided to the police, fire, EMS, and the citizens of Bloomington. In discussions with the City Manager and the Chief of Police, it was stated that the City's decision was based on their desire to exercise direct supervisory control over the dispatchers, to develop emergency dispatch operational policies and procedures specific to the City's needs, and to appropriate funds for the purchase of additional equipment that would interface with the City's emergency communications center and enhance the City's response to police, fire, and EMS emergency calls. Under the Intergovernmental Agreement creating MetCom, the City's

The Honorable Chairman and Members of the Justice Committee
March 30, 2005
Page Two

decision-making authority in these three areas was limited by the governing structure created for MetCom, which gives the City two of the seven voting seats on the MetCom Operations Board.

Too much emphasis has been placed on the emergency dispatch tapes that individual members of the City Council listened to prior to the Council's action to withdraw from MetCom. In any emergency communications dispatch center regardless of whether it is a centralized communications dispatch center or a single agency dispatch center, there will be incidents where an error is made by the dispatcher. When the Sheriff's Department operated its own dispatch center prior to Enhanced 911 and MetCom, there were errors made by the County dispatchers. And, for every dispatch error, there is an example on tape of an incident where the dispatcher performed in an exemplary manner. Having listened to the emergency dispatch tapes that were played for individual Council members, it is clear that the errors made by the dispatchers were used as examples to illustrate how the City would change the operational policies and procedures.

All public policy decisions, including the City Council's decision to withdraw from MetCom, are subject to debate and criticism. In the end, the City Council exercised their right under the Intergovernmental Agreement to make a public policy decision based on the Council's desire to improve the emergency communication services provided to the police, fire, EMS, and the citizens of Bloomington.

At the March County Board meeting, several Board members requested that the Problem Reports filed by the local police, fire, and EMS agencies be provided to the County Board. For your information and review, the 2003 and 2004 Problems Reports filed with MetCom are enclosed. MetCom Director Tony Cannon will be present to answer any questions that the Committee members may have concerning the Problem Reports.

The proposed Intergovernmental Agreement addresses the following major concerns of the City, the Town, the County and ETSB:

- (1) Provides for a three year transition period during which the City agrees to make payments in the amount of \$340,893.00 to MetCom in order to reduce the annual increase to the Town and the County;
- (2) Limits the increase in the annual ETSB contribution to MetCom to an amount that is less than one year's additional debt service payment on the MetCom building;
- (3) Permits the City to withdraw from MetCom as of December 31, 2005;
- (4) Provides that the Town and the County will support the City's request to ETSB to be a primary public safety answering point ("PSAP") for all E-911

land line calls originating within the corporate limits of the City, effective as of January 1, 2006.

- (5) Provides that the City will not seek any funding from ETSB until fiscal year 2009 (January 1 – December 31, 2009);
- (6) Provides that the City will serve as the "Back-up Center" for MetCom and MetCom will serve as the "Back-up Center" for the City;
- (7) Provides that the City and MetCom will meet all of the Illinois Commerce Commission requirements for receiving and dispatching E-911 calls;
- (8) Provides continued access by the Town and the County to the 800 MHz frequency on the Bloomington downtown tower for mobile data terminal transmission and communication at no cost;
- (9) Provides that certain start-up costs to be incurred by the City when establishing the City's dispatch center will be paid by the ETSB;
- (10) Provides that the annual payments to MetCom may be adjusted during the three year transition period through negotiations among the parties in order to reflect the actual expenses to be incurred.

Absent approval of the proposed Intergovernmental Agreement, the County, the Town and ETSB will need to consider and address the following policy issues.

(1) ETSB will likely not reconsider the City's request to be a primary PSAP for all E-911 land line calls originating within the corporate limits of the City. Therefore, MetCom will have to answer all E-911 land line calls originating within the corporate limits of the City. Once the E-911 call is answered, MetCom will need to either dispatch the appropriate emergency response unit or transfer the call to the City for dispatch. In either case, MetCom faces additional personnel expense to handle/manage the increased E-911 call volume. The option of transferring the E-911 call to the City for dispatch presents increased liability for MetCom in two areas: the time needed to transfer the call and the actual transfer procedure.

(2) The annual operating budget for MetCom will increase by approximately \$515,000.00 over the projected FY'2006 budget because of the additional personnel expense to handle/manage the increased E-911 call volume originating within the corporate limits of the City (Projected FY'2006 MetCom budget under Agreement - \$1,929,971.00 --- Projected FY'2006 MetCom budget without Agreement - \$2,444,441.00). This increased expense will be allocated to the Town and the County. From the County's perspective, this increased MetCom expense will likely cause budget reductions in other County offices and departments.

The Honorable Chairman and Members of the Justice Committee

March 30, 2005

Page Four

(3) The proposed Intergovernmental Agreement offers a three-year transition period during which the County, the Town, and ETSB can stabilize their annual funding commitment to MetCom and establish the "back-up center" responsibilities between MetCom and the City. Should the proposed Intergovernmental Agreement be rejected, then the question that must be asked is: What is the alternative for the County and the Town?

Please be advised that the MetCom Operations Board and the ETSB unanimously approved the proposed Intergovernmental Agreement at a Special Joint meeting of both Boards on March 9, 2005. The City of Bloomington Council approved the proposed Intergovernmental Agreement on Monday, March 14, 2005. The Town of Normal Council approved the proposed Intergovernmental Agreement on Monday, March 21, 2005. The ETSB has deferred action on the vote to reconsider the City's request to be a primary public safety answering point ("PSAP") for all E-911 land line calls originating within the corporate limits of the City, effective as of January 1, 2006, until the April ETSB meeting.

Should you have any questions about the proposed Intergovernmental Agreement or if you need any additional information, please call either Sheriff Owens at 888-5034 or John Zeunik at 888-5110.

Thank you.

Entity	FY'2005 Adopted	FY'2006 Projected	% Increase	FY'2007 Projected	% Increase	FY'2008 Projected	% Increase	FY'2009 Projected	% Increase	FY'2010 Projected	% Increase	FY'2011 Projected	% Increase
Bloomington	\$710,454	\$173,678	-75.55%	\$116,505	-32.92%	\$50,710	-56.47%	\$0	-100.00%	\$0		\$0	
ETSB	\$702,289	\$702,289	0.00%	\$763,739	8.75%	\$830,566	8.75%	\$878,600	5.78%	\$871,700	-0.79%	\$915,285	5.00%
McLean County	\$458,520	\$498,641	8.75%	\$542,272	8.75%	\$589,720	8.75%	\$641,321	8.75%	\$697,436	8.75%	\$732,308	5.00%
Normal	\$510,587	\$555,263	8.75%	\$603,849	8.75%	\$656,686	8.75%	\$714,146	8.75%	\$776,633	8.75%	\$815,465	5.00%
TOTAL:	\$2,381,850	\$1,929,871		\$2,026,365	5.00%	\$2,127,683	5.00%	\$2,234,067	5.00%	\$2,345,770	5.00%	\$2,463,059	5.00%
Total Contribution Town, County, ETSB		\$1,756,193		\$1,909,860		\$2,076,972		\$2,234,067		\$2,345,770		\$2,463,059	
Difference between Total Contribution and Projected Budget		-\$173,678		-\$116,505		-\$50,710		\$0		\$0		\$0	

INTERGOVERNMENTAL AGREEMENT
between the
CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN and
EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 *ILCS* 220/1 et. Seq., the City of Bloomington (the "City"), the Town of Normal (the "Town") the County of McLean (the "County"), and the Emergency Telephone System Board (the "ETSB") are authorized to enter into an Intergovernmental Agreement for the provision of a Countywide Enhanced 911 emergency call system; and,

WHEREAS, on March 10, 1997, the City, the Town, and the County approved and adopted an Intergovernmental Agreement creating the Metro McLean County Centralized Communications Center (the "MetCom"); and,

WHEREAS, the City, by Resolution of the Bloomington City Council, has advised the parties to the Intergovernmental Agreement creating MetCom of the City's desire to seek approval from the ETSB to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center; and,

WHEREAS, the ETSB denied the City's request to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center on September 28, 2004; and

WHEREAS, the City, the Town, the County and the ETSB desire to cooperatively work together to insure that the Countywide Enhanced 911 emergency call system continues to provide emergency 911 services consistent with the laws and regulations of the State of Illinois; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions under which the ETSB may agree to reconsider the City's request to serve as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to support the operations of MetCom; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to cooperatively work together to provide an Enhanced 911 emergency call back-up

system for MetCom and for the City's planned Enhanced 911 public safety answering point and its own police-fire-emergency medical services dispatch center; now, therefore,

IT IS HEREBY AGREED by the City, the Town, the County, and the ETSB as follows:

ARTICLE I

A. The City hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. Subject to the provisions of Article I, Section A, Subsection 1(d) below, the City shall remit to MetCom an amount not to exceed the following annual contributions to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom:

a. \$173,678.00 for Fiscal Year 2006 (January 1, 2006 – December 31, 2006.

\$116,505.00 for Fiscal Year 2007 (January 1, 2007 – December 31, 2007)

\$50,710.00 for Fiscal Year 2008 (January 1, 2008 – December 31, 2008)

b. The City agrees to remit payments to MetCom on a monthly basis with the monthly payment being equal to the annual contribution divided by 12.

c. The City agrees to remit the monthly payment to MetCom on or before the 30th day of the month.

d. The City acknowledges and agrees that the City's annual contribution to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom is based on a five-year projected annual operating budget for MetCom. The City further acknowledges and agrees that the City's annual contribution to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom may need to be adjusted once MetCom's annual operating budget is formally adopted.

Any further adjustments to the annual contributions as set forth above shall be based upon the actual adopted MetCom budget. Such changes shall be apportioned among the City, Town, County and ETSB in accordance with their respective percentage contribution to the actual MetCom budget.

2. The City agrees to provide written notice to MetCom and the ETSB not later than October 1, 2005 if the City determines that its primary public safety answering point will not be fully operational and/or approved by the ETSB and the Illinois Commerce Commission by January 1, 2006.

If such prior written notice is made, then the parties agree to negotiate the terms and conditions of continued participation by the City, if any, in MetCom.

3. The City agrees to serve as the back-up public safety answering point for MetCom in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

The City agrees to answer any Enhanced 911 land line or wireless emergency call that is automatically transferred by MetCom to the City's dispatch center after 10 seconds in accordance with Section 725.505(v) of the Rules of the Illinois Commerce Commission.

The City agrees to dispatch in a timely manner the necessary police-fire-emergency medical services for any Enhanced 911 land line or wireless emergency call that is automatically transferred by MetCom to the City's dispatch center without preference to the location of the caller in accordance with Section 725.505(t) of the Rules of the Illinois Commerce Commission.

The City agrees to immediately assume responsibility for handling all Enhanced 911 land line or wireless calls in the event that MetCom is unable to operate due to mechanical failure, central office telephone failure, man-made disaster, or natural disaster in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

4. The City agrees to purchase the necessary materials, communications and computer equipment, computer software, consoles, office furniture and equipment that will be needed for the City to meet the requirements set forth in State law and regulations to function as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City and to function as the back-up center for MetCom in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission. City also agrees to pay for the installation of the Consoles referred to in Article II, Section 8 below.
5. The City agrees to meet all of the requirements set forth in State law and regulations and administered by the ETSB for the proper training of the City's employees in Enhanced 911 emergency call taking, emergency medical dispatch evaluation, and the dispatch of the appropriate police-fire-emergency medical services personnel and equipment in accordance

with Section 725.505(j) of the Rules of the Illinois Commerce Commission.

6. The City agrees to provide to the ETSB and the ETSB Administrator monthly statistical reports of all Enhanced 911 land line emergency calls originating within the corporate limits of the City. Upon request, the City further agrees to make available to the ETSB, the ETSB Administrator, the Town and the County the tapes of Enhanced 911 land line or wireless emergency calls handled by the City or originating within the corporate limits of the City in accordance with Section 725.220 of the Rules of the Illinois Commerce Commission.
7. The City agrees to provide the ETSB Administrator with access to the City's Enhanced 911 call/dispatch center in accordance with Sections 725.105, 725.200(g), 725.205 (8) and 725.400(g) of the Rules of the Illinois Commerce Commission.
8. The City agrees that the City will not seek any funding for the City's Enhanced 911 call/dispatch center from the ETSB before fiscal year 2009 (January 1, 2009 – December 31, 2009).
9. The City agrees to permit the Town and the County continued access to the City's 800 MHz frequency on the downtown tower for mobile data terminal (MDT) transmission and communication at no charge in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.
10. The City agrees that MetCom shall be the primary public safety answering point for all wireless 911 calls that originate in the City. Such protocol shall continue until such time the Illinois Commerce Commission and/or State law permits more than one primary public safety answering point in a county to answer such calls.
11. The City agrees that in addition to entering into this Intergovernmental Agreement, it shall also enter into a Call Handling Agreement with the ETSB, if the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City in accordance with Section 725.210 (d)(8) of the Rules of the Illinois Commerce Commission.

Article II

- B. The Town and the County hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. The Town and the County agree to increase their respective annual contribution to MetCom by the following percentage amount:

For Fiscal Year 2006 (January 1, 2006 – December 31, 2006) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2007 (January 1, 2007 – December 31, 2007) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2008 (January 1, 2008 – December 31, 2008) – an 8.75% increase over the prior fiscal year.

The Town and the County acknowledge and agree that the proposed percentage increase in the annual contribution to operate MetCom is based on a five-year projected annual operating budget for MetCom. A copy of same is attached hereto. The Town and the County further acknowledge and agree that the proposed percentage increase in the annual contribution to operate MetCom may need to be adjusted once MetCom's annual operating budget is formally adopted.

Any further adjustments to the annual contributions as set forth above shall be based upon the actual adopted MetCom budget. Such changes shall be apportioned among the City, Town, County and ETSB in accordance with their respective percentage contribution to the actual MetCom budget.

2. The Town and the County agree that MetCom will serve as the back-up public safety answering point for the City in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

The Town and the County agree that MetCom will answer any Enhanced 911 land line emergency call that is automatically transferred by the City to MetCom after 10 seconds in accordance with Section 725.505(v) of the Rules of the Illinois Commerce Commission.

The Town and the County agree that MetCom will dispatch in a timely manner the necessary police-fire-emergency medical services for any Enhanced 911 land line emergency call that is automatically transferred to MetCom by the City's dispatch center without preference to the location of the caller in accordance with Section 725.505(t) of the Rules of the Illinois Commerce Commission.

The Town and the County agree to immediately assume responsibility for handling all Enhanced 911 land line calls in the event that the City's dispatch center is unable to operate due to mechanical failure, central office telephone failure, man-made disaster, or natural disaster in

accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

3. The Town and the County agree that MetCom will meet all of the requirements set forth in State law and regulations and administered by the ETSB for the proper training of MetCom's employees in Enhanced 911 emergency call taking, emergency medical dispatch evaluation, and the dispatch of the appropriate police-fire-emergency medical services personnel and equipment in accordance with Section 725.505(j) of the Rules of the Illinois Commerce Commission.
4. The Town and the County agree that MetCom will provide to the ETSB and the ETSB Administrator monthly statistical reports of all Enhanced 911 land line and wireless emergency calls originating within the corporate limits of the Town and in the County outside of the corporate limits of the City and the Town. Upon request, the Town and the County further agrees that MetCom will make available to the ETSB, the ETSB Administrator, and the City the tapes of Enhanced 911 land line or wireless emergency calls handled by MetCom or originating within the corporate limits of the Town or County in accordance with Section 725.220 of the Rules of the Illinois Commerce Commission.
5. The Town and the County agree that MetCom will provide the ETSB Administrator with access to MetCom's Enhanced 911 call/dispatch center in accordance with Sections 725.105, 725.200(g), 725.205 (8) and 725.400(g) of the Rules of the Illinois Commerce Commission.
6. The Town and the County agree to support the City's request to the ETSB to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, effective as of January 1, 2006. The Town and County further agree to waive the termination notice requirements set forth in Article IX (A)(1) of the Intergovernmental Agreement creating the Metro McLean County Centralized Communications Center.
7. If, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, the Town and the County agree that they will not object to ETSB providing to the City at "no cost" the Enhanced 911 equipment that is located at MetCom's current back-up public safety answering point. The Town and County shall have neither the obligation to remove or install such Enhanced 911 equipment nor the responsibility to pay for the costs associated with its removal or installation. The Enhanced 911 equipment referred to herein is more completely described in Exhibit A attached hereto and incorporated by reference in this Intergovernmental Agreement.

8. If, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, the Town and the County agree to provide to the City at "no cost" two (2) Motorola Gold Elite Consoles ("Consoles") for use in the City's Enhanced 911 call/dispatch center. Installation of these consoles shall be at the City's expense. The Town's and County's obligation to provide the City with these Consoles is contingent upon and subject to the availability of federal grant funds to be provided under the approved and awarded Interoperability Communications Equipment Grant from the United States Department of Homeland Security.
9. The Town and County agree that MetCom shall be the primary public safety answering point for all wireless 911 calls that originate in the City. Such protocol shall continue until such time the Illinois Commerce Commission and/or State law permits more than one primary public safety answering point in a county to answer such calls.
10. Subject to the provisions of Article I, Section A, Subsection 2 above, the Town and County agree that if the City's primary public safety answering point is not fully operational and/or approved by the ETSB and the Illinois Commerce Commission on January 1, 2006, then the parties agree to negotiate the terms and conditions of continued service for calls originating within the corporate limits of the City until such time that the City's primary public safety answering point is fully operational and approved by the ETSB and the Illinois Commerce Commission.

Article III

C. The ETSB hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. The ETSB agrees to reconsider the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City. The ETSB further acknowledges that the Town and the County support the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, effective as of January 1, 2006.
2. The ETSB agrees to increase its respective annual contribution to MetCom by the following percentage amount:

For Fiscal Year 2006 (January 1, 2006 – December 31, 2006) - Same Dollar Amount as in Fiscal Year 2005 Adopted Budget

For Fiscal Year 2007 (January 1, 2007 – December 31, 2007) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2008 (January 1, 2008 – December 31, 2008) – an 8.75% increase over the prior fiscal year.

3. The ETSB agrees that if, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, then the ETSB shall provide the following at "no cost" to the City:

- The required 911 telephone trunk circuits that route the Enhanced 911 emergency land line calls to the primary public safety answering point; and the annual maintenance and service cost for same.
- The required CML Consoles.

4. The ETSB agrees that if, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, then the ETSB shall pay for the costs associated with the removal and/or installation of the Enhanced 911 equipment that is located at MetCom's current back-up public safety answering point. Such Enhanced 911 equipment is more completely described in Exhibit A attached hereto and incorporated by reference in this Intergovernmental Agreement.

5. The ETSB agrees that in addition to entering into this Intergovernmental Agreement, it shall also enter into a Call Handling Agreement with the City, if the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City in accordance with Section 725.210 (d)(8) of the Rules of the Illinois Commerce Commission.

Article IV

D. All parties hereby agree to the following terms and conditions as parties to this Intergovernmental Agreement.

1. That if the ETSB fails to reconsider its September 28, 2004 denial of the City's request to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center and approve said request within 30 days of the execution of this Intergovernmental Agreement, then this Intergovernmental Agreement shall be null and void.

2. That if, after the execution of this Intergovernmental Agreement, the ETSB exercises its authority granted under State law and the Rules of the Illinois Commerce Commission to make modifications to the Enhanced 911 system structure, then the City, the Town, and the County shall comply with said modifications.

Article V

Each member to this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via MetCom or the City's Enhanced 911 call/dispatch center shall, at such member's expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a party to this Intergovernmental Agreement.

Article VI

The parties agree that the provisions of the Title 83, Chapter 1, Subchapter f, Part 725 of the Illinois Administrative Code ("Rules of the Illinois Commerce Commission") are attached hereto and incorporated by reference as Exhibit B to this Intergovernmental Agreement. Any conflict between the provisions of this Intergovernmental Agreement and the Rules of the Illinois Commerce Commission or State law shall be resolved in favor of the Rules of the Illinois Commerce Commission or State law. The parties further agree to be bound to any amendments that may be made to such Rules of the Illinois Commerce Commission and State law.

Article VII

This Intergovernmental Agreement shall continue in full force and effect beginning on the date that all parties have signed and continuing until such time as it may be amended or revised by the same action that caused its adoption.

Article VIII

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of this Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.

Article IX

No waiver of any breach of this Intergovernmental Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Intergovernmental Agreement or any provision hereof.

Article X

This Intergovernmental Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Intergovernmental Agreement, signed by the parties hereto.

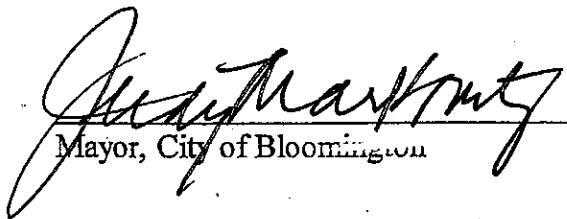
Article XI

This Intergovernmental Agreement shall be binding upon the parties hereto and upon their successors in interest, assigns, and representatives of such parties.

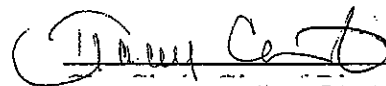
Article XII

The parties to this Intergovernmental Agreement hereto agree that the foregoing constitutes all of the Agreement among all of the parties and in witness thereof, the parties have affixed their respective signatures on the date indicated below.

For the **CITY of BLOOMINGTON, ILLINOIS:** ATTEST:



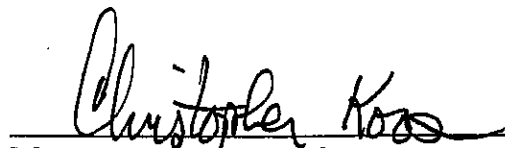
Mayor, City of Bloomington



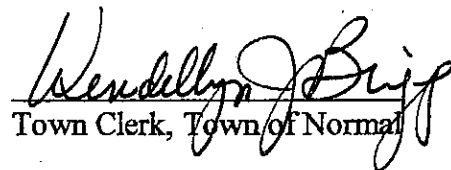
City Clerk, City of Bloomington

For the **TOWN of NORMAL, ILLINOIS:**

ATTEST:



Mayor, Town of Normal



Town Clerk, Town of Normal

For the **COUNTY of McLEAN, ILLINOIS:**

ATTEST:

Chairman, McLean County Board

County Clerk, McLean County

**For the McLEAN COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD:**

ATTEST:

Chairman, McLean County Emergency
Telephone System Board

Administrator, McLean County
Emergency Telephone System Board

STATE OF ILLINOIS)

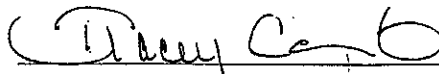
COUNTY OF McLEAN)ss:

CITY OF BLOOMINGTON)

I, TRACEY COVERT, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of Resolution No. 2004 - 2, A Resolution Terminating the Membership of the City of Bloomington in the Metro McLean County Centralized Communications Center presented, passed and approved at a regular meeting of said City Council held on the 12th day of January, 2004, by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the

said City this 12th day of January, 2005



Tracey Covert

City Clerk

2004-2
RESOLUTION NUMBER 2003-__

**A RESOLUTION TERMINATING THE MEMBERSHIP OF
THE CITY OF BLOOMINGTON
IN THE METRO McLEAN COUNTY
CENTRALIZED COMMUNICATIONS CENTER**

Whereas, on December 19, 1994, the City of Bloomington approved an Intergovernmental Agreement creating the McLean County Centralized Communications Center, (hereafter referred to as "MetCom"; and

Whereas, said Intergovernmental Agreement has been amended from time to time, most recently on February 24, 1997; and

Whereas, Article IX of said Intergovernmental Agreement sets forth the manner in which a member of MetCom terminates its membership:

Such terminating member shall give written notice of its intent to terminate in the form of a certified copy of a Resolution passed by its governing authority to the other members of the Intergovernmental Agreement. A copy of the Resolution shall also be given to the Operational Board and the Executive Director of the Center;

and

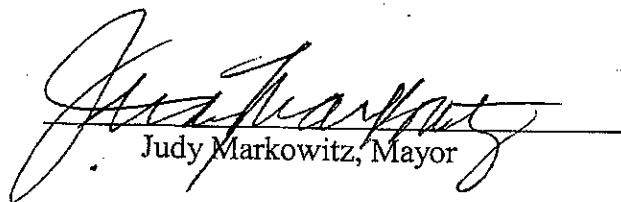
Whereas, the City Council of the City of Bloomington chooses to terminate its membership in MetCom under the terms and conditions of the Intergovernmental Agreement establishing MetCom as amended;

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

The City of Bloomington terminates its membership in the McLean County Centralized Communications Center pursuant to Article IX of the Intergovernmental Agreement establishing the McLean County Centralized Communications Center. The Mayor and City Clerk are authorized to sign this Resolution on behalf of the City and the City Clerk is authorized to send certified copies of this Resolution to the other members of the Intergovernmental Agreement, the Operational Board of the Center, and the Executive Director of the Center.

PASSED this 12th day of January, 2004.

APPROVED this 13th day of January, 2004.


Judy Markowitz, Mayor

ATTEST:


Tracey Covert, City Clerk

INTERGOVERNMENTAL AGREEMENT
CREATING THE METRO McLEAN COUNTY CENTRALIZED COMMUNICATIONS CENTER

ARTICLE I

PURPOSE

The METRO McLEAN COUNTY CENTRALIZED COMMUNICATION CENTER, hereinafter referred to as the "Center", is a cooperative venture voluntarily established by its members pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. for the purpose of providing the means necessary and appropriate for the establishment, operation, and maintenance of a joint non-emergency police, fire, and other non-emergency services communication system for the mutual benefit of the members of the venture; supporting an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board; and providing the foregoing on a contract basis to other government units.

ARTICLE II

MEMBERSHIP

- A. The members of the Center shall be the County of McLean, hereinafter referred to as the "County"; the City of Bloomington, hereinafter referred to as the "City"; and the Town of Normal, hereinafter referred to as the "Town".
- B. Continued membership in the Center shall be contingent upon the payment by each member of an annual assessment and any additional fees that may be determined by the Operational Board, hereinafter created, consistent with the financing procedures set forth in Article VI hereunder.

ARTICLE III

OPERATIONAL BOARD

A. ESTABLISHMENT

There is hereby established an Operational Board which shall serve without compensation and without salary and consist of the County Administrator of the County, the Sheriff of the County, the City Manager of the City, the Police Chief of the

City, the City Manager of the Town, the Police Chief of the Town, and one representative of rural McLean County Fire Protection Districts to be appointed annually by the County Board of the County at its regular February meeting.

B. POWERS

The Operational Board shall have the following powers and duties:

1. To create and amend the Center's By-Laws and to determine the general policy of the Center;
2. To have the responsibility of hiring an Executive Director;
3. To enter into contracts, including but not limited to contracts with the McLean County Emergency Telephone System Board and other government units for centralized communications, in the name of the Center subject to the approval of the members of this Intergovernmental Agreement;
4. To employ necessary personnel for:
 - a. the operation and maintenance of a system adequately designed to handle citizens' non-emergency calls for police, fire, and other services as well as the dispatch of the members' field units, subject to the provisions set forth in Article VII;
 - b. the support of the operation and maintenance of an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board, subject to the provisions set forth in Article VII;
5. To lease real property and to acquire, purchase, or lease personal property, including but not limited to equipment, machinery, furnishings and office supplies, subject to the approval of the members of this Intergovernmental Agreement;
6. To prepare an annual budget subject to the approval of the members of this Intergovernmental Agreement.
7. To have authority to create and appoint members to an Advisory Council. The operation of the Advisory Council will be conducted under the direction of the Operational Board. No action of the Advisory Council shall be binding on the Operational Board or the Center unless

approved by the Operational Board.

8. To submit to the members of the Center an annual report of its activities and the condition of all funds under its jurisdiction including an external audit prepared in accordance with generally accepted accounting practices.
9. To hold meetings in accordance with the Open Meetings Act and exercise all powers necessary and incidental to carrying out the provisions set forth in Article I of this Intergovernmental Agreement.

ARTICLE IV

THE EXECUTIVE DIRECTOR

A. THE EXECUTIVE DIRECTOR

1. The Executive Director shall be the administrative head of the Center and shall be directly responsible to the Operational Board for the administration of the Center.
 - a. The Executive Director shall be appointed by and serve at the pleasure of the Operational Board;
 - b. The Executive Director shall be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of office set forth hereunder.
2. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy; and, in case of absence or disability of the Executive Director, the Operational Board may designate any other qualified employee of the Center or any other qualified employee of any member of this Intergovernmental Agreement to perform the duties of Executive Director during such absence or disability.
3. The Executive Director may be removed by the Operational Board by a majority vote of the entire Board.
4. The powers, duties and salary of the Executive Director shall be determined by the Operational Board.

ARTICLE V

BUDGET

- A. The fiscal year of the Center shall coincide with that of the County of McLean which is the calendar year.
- B. The Executive Director shall prepare a proposed annual budget for the Operational Board to consider. After the Operational Board has approved the annual budget, it shall be submitted to each member of this Intergovernmental Agreement for final approval by their respective Councils and Board.
- C. Upon approval of the annual budget by the members of this Intergovernmental Agreement, the Operational Board shall have the authority to fix cost-sharing charges for all of said members in an amount sufficient to provide the funds required by the current annual budget.
 - 1. Billing shall commence the 1st of the month commencing February 1st of each fiscal year of the Center. Each member shall pay its share of the billing no later than 30 days after receipt.
 - 2. All activities of the Center will be cost shared by the members of this Intergovernmental Agreement. Each members' proportionate annual share shall be based upon its population as determined by the most recent U.S. Census, except that the County's proportionate share shall be based upon the population of the County minus the populations of the City of Bloomington and the Town of Normal.
 - 3. Each member of this Intergovernmental Agreement shall take all required actions to authorize the funds necessary to meet its financing obligations.
 - 4. After the adoption of the annual budget by the Operational Board and its approval by the members herein, the Executive Director and the Operational Board shall make expenditures in accordance with such budget.
 - a. The Operational Board shall have the power to transfer funds within the total budget amount in accordance with the law to meet unanticipated needs or to meet changed situations.
 - b. Such action of the Operational Board shall be reported to the administration of each member of the Center.

ARTICLE VI

PERSONNEL

- A. All personnel employed by the Center shall be County employees subject to the supervision of the Operational Board.
- B. All personnel of the Center shall be appointed, evaluated, disciplined, promoted, demoted, and removed in accordance with the County's Personnel Policies and Procedures Ordinance unless the County and such personnel are parties to a collective bargaining agreement in which case said agreement is controlling unless otherwise provided by law.
- C. The Executive Director shall be the supervisor of all of the Center's employees.

ARTICLE VII

AUDIT

- A. The Operational Board shall call for an annual audit of the financial affairs of the Center to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles.
- B. An original copy of the annual audit report and accompanying management letter shall be delivered to each member of this Intergovernmental Agreement.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

- A. Each member of this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via the Center (hereinafter "Claim") shall, at such member's sole expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a member of this Center.

Additionally, in the event the Center and/or its Operational Board, Executive Director, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of a member's personnel in responding to a dispatch by the Center, such member shall, at its sole expense, indemnify and hold harmless from any cost, expense, attorney fees, judgments or liability of any nature the Center and/or its Operational Board, Executive Director, officers, employees, and agents unless it is determined that the Operational Board, Executive Director, officers, employees and agents of the Center acted in a willful and wanton negligent manner in connection with dispatching the personnel of the member of this Intergovernmental Agreement.

- B. In the event that a member should file suit or an action against the Center, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings or discussions related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representatives of the member shall be allowed to vote on any issue related to the suit or action.
- C. The Center, through its Operational Board, is authorized to obtain insurance for but not limited to fire, casualty, tort and civil rights liability and public official's bond. Each member of this Intergovernmental Agreement shall pay 33 1/3% of the total cost of such insurance.

ARTICLE IX

TERMINATION AND DISSOLUTION

- A. Any member of this Intergovernmental Agreement may terminate its membership subject to the following provisions:
 - 1. Such terminating member shall give written notice of its intent to terminate in the form of a certified copy of a Resolution passed by its governing authority to the other members of this Intergovernmental Agreement. A copy of the Resolution shall also be given to the Operational Board and the Executive Director of the Center.
 - 2. If a member is in breach of this Intergovernmental Agreement after thirty (30) days written notice of such breach has been given to such breaching member by the Operational Board, such breach shall constitute de facto

notice of the breaching member's notice to terminate its membership.

3. Termination of a member shall also constitute termination of its representative to the Operational Board.
4. The terminating member shall forfeit any and all interest, right, or title to the Center's property and assets of any kind whatsoever.
5. The terminating member shall be liable for all costs incurred by the Center as a result of the member's termination which include, but is not necessarily limited to attorney fees, court costs and interest on late payment of obligations.

B. Upon any such notice of termination:

1. Termination shall not take effect for a period of one (1) year from the first day of the Center's fiscal year next following such notice.
2. Upon the effective date of termination, such terminating member shall continue to be responsible for:
 - a. One Hundred Percent (100%) of its pro rata share of any unpaid obligations to the date of termination;
 - b. One Hundred Percent (100%) of its pro rata share of any contractual or lease obligations of the Center which were incurred during the period of time it was a member;
 - c. For any contractual obligations it has separately signed with the Center.

C. Upon the adoption of an Ordinance by a majority of the participating members to dissolve this Intergovernmental Agreement and cooperative venture, the Center shall be terminated and dissolved in accordance with the following:

1. Upon such termination and dissolution, and payment of all debts, all individual files and documentation shall be distributed to the member which has jurisdiction over the subject matter of the file or documentation without charge.
2. The fixed assets of the Center shall be donated, without charge, to the McLean County Emergency Telephone System Board to be used solely for the operation and maintenance of an Enhanced 9-1-1 emergency telephone system.

3. All liabilities shall be paid by the members based upon each member's pro rata share provided in Article VI, Section C, 2.

ARTICLE X

AMENDMENTS

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by agreement of all parties.

ARTICLE XI

SEVERABILITY

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.

ARTICLE XII

EFFECTIVE DATE

This Intergovernmental Agreement shall continue in full force and effect beginning the 10th day of March, 1997 until such time as it may be amended or revised by the same action that caused its adoption. The Intergovernmental Agreement entered into by the parties on January 17, 1995 and the Amended Intergovernmental Agreement entered into by the parties on September 17, 1996 are hereby repealed and replaced with this Agreement. The parties hereto agree that the foregoing constitutes all of the agreement among all of the parties and in witness whereof, the parties have affixed their respective signatures on the date indicated below.

COUNTY OF McLEAN,

ATTEST:


Chairman, McLean County Board


County Clerk

Dated 2-18-97

City of Bloomington,

ATTEST:

Jose R. Arnold
Mayor

Thomas Coult
City Clerk

Dated 02/25/97

Town of Normal,

ATTEST:

Kenan Karaffa
President

Myra E. Thiele
Town Clerk

Dated March 3, 1997

McLean County Sheriff,

Joe Guen
Sheriff

Dated 3-18-97

Below you will find CAD Totals for 2004. The first section is all calls for service (nothing self initiated). It will be 911 & non-emergency lines. The second section shows the 911 calls out of the total. The third section is wireless 911 calls. The fourth section is just self initiated activity. The last section lists the total CAD incidents for 2004. We received 26 problem reports. Assuming all are founded, which they are not, that would give Metcom and error rate of .018%.

911 & 5030

85,651	Total Calls
43,434	City of Bloomington (50.71%)
42,217	All Others(49.29%)

Out of the 85,651

30,999	Total 911 Calls
18,350	City of Bloomington 911 Calls (59.19%)
12,649	All Others 911 Calls(40.81%)

Out of the 30,999

10,925	Total Wireless Calls
6,399	City of Bloomington Wireless 911 Calls(58.57%)
4,526	All Others Wireless 911 Calls (41.43%)

Additional Activity

64,148	Self-Initiated Activities (i.e. Traffic Stops, Business Checks etc.)
20,313	City of Bloomington (31.66%)
43,835	All Others (68.34%)

Total CAD Incidents

149, 799

Problem Reports

	<u>2002</u>	<u>2003</u>	<u>2004</u>
Bellflower Police		1	
BFD	5	6	
Bloomington Township Fire		4	1
BPD	28	56	10
Carlock Fire	3	2	1
Colfax Fire	1		
Colfax Police			1
Cooksville Fire	2		
Dale Fire		1	1
Danvers Fire			1
Ellsworth Fire			1
Gridley EMS		2	
Heyworth Amubulance	1		
Randolph Township Fire	1		2
LeRoy Ambulance	9	8	1
LeRoy Police	4	1	
Lexington Ambulance		1	2
Lexington Police	1		
Lifeline	7		
MCSO	14	2	
NFD	9		3
NPD	19	9	1
Towanda Fire Department	7	2	1
TOTAL	111	95	26
Metcom	1	9	1

2004 Problem Report Totals

Bloomington Police Department

Combination 1

Founded 7

Inconclusive 1

Unfounded 1

Bloomington Township Fire Department

Combination 1

Carlock Fire Department

Founded 1

Colfax Police Department

Founded 1

Dale Township Fire Protection District

Founded 1

Danvers Fire Department

Founded 1

Ellsworth Fire Protection District

Equipment 1

LeRoy Ambulance Service

Unfounded 1

Lexington Ambulance Service

Founded 2

MetCom

Founded 1

Normal Fire Department

Founded 3

Normal Police Department

Founded 2

Randolph Township Fire District

Founded 2

Towanda Fire Department

Founded 1

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Fire Department		4204	1/21/2004	1/17/2004	16:40
CAD#:	Shift:	Location of Incident:			
	Second	1806 Truman			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Kerfoot	Buchanon	Closed	1/27/2003	Founded	
Nature Of Complaint:					
During a structure fire the TC was requested to page in an off duty shift. She paged them on the main frequency and upon speaking with the TC she seemed confused on how it should be done.					
Results:					
The TC got confused on what was being requested. In her 2 years of working this TC has never had to paged in an off duty shift for the city fire departments. She has since been refreshed in the procedure.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4417	2/3/2004	1/30/2004	21:41
CAD#:	Shift:	Location of Incident:			
n/a	Second	Veterans & Empire			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Mcgonigle/Newton	Wolf	Closed	2/4/2004	Founded	
Nature Of Complaint:					
On Friday, 01/30/04 at about 2200 hours, I asked Metcom for a locals check. I did not hear Metcom respond to my request. I asked Metcom 3 more times before a response was given. The length of time from the first request to when Metcom answered was approximately 2 minutes. Other officers heard my transmissions and were able to hear me clearly.					
Results:					
Founded. EQUIPMENT PROBLEM. There was a "data link failure" in the E.F. Johnson CRT Console System. This failure caused the Bloomington dispatcher's console to reset, which muted all channels. The dispatcher was unaware that the channels were muted for approximately 1 minute and 50 seconds. The failure corrected itself automatically and the console was fully operational again. Dispatcher discovered what occurred and re-selected channels, adjusted volumes, and answered units as appropriate.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3139	2/15/2004	2/13/2005	16:23
CAD#:	Shift:	Location of Incident:			
	Second	207 S. Linden St			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Smith	Gleason	Closed	2/17/2005	Founded	
Nature Of Complaint:					
Officer called out on a business check at one location and the TC entered him in CAD at a different location. The Officer was out 3 minutes before the error was corrected.					
Results:					
The Problem was addressed with the TC on the eve of the incident.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Towanda Fire Department		4305	2/18/2004	2/17/2004	14:50
CAD#:	Shift:	Location of Incident:			
NFF/2004-0598	First	1600 Fort Jesse			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Smock	Goldsberry	Closed	2/20/2004	Founded	
Nature Of Complaint:					
Second time today the sirens weren't set off for a call					
Results:					
Call at 0935 upon request by TFD siren was activated. Second call at 1024 siren was activated. Third call at 1450 siren was not activated.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4419	3/3/2004	3/2/2004	7:00
CAD#:	Shift:	Location of Incident:			
	First				
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Smith/Underwood	Buchanon	Closed	3/4/2004	Founded	
Nature Of Complaint:					
TC refused to dispatch an Officer to a criminal damage because the owner of the vehicle was not present but the daughter being the primary driver was present. TC debated the issue with the PSR and still refused to dispatch an Officer. It wasn't until AC Moser called and advised the TC to send an Officer.					
Results:					
TC was in violation by not asking about suspect information before referring the caller to the front desk. TC assumed BPD would not take the report without the owner being present. Had the TC followed the SOP there would not have been a debate with the PSR. An Officer should have been sent.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		04-0309	3/9/2004	3/9/2004	5:54
CAD#:	Shift:	Location of Incident:			
	Third	Mitsubishi Mtwy & Raab Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Mundschenk & Riordan	Chief Mohr	Closed	3/10/2004	Founded	
Nature Of Complaint:					
Carlock FD was paged twice to a MVA at Mitsubishi & Raab. After the 2nd page 3N55 went enroute. No fire personnel had responded and 3N55 was then asked if we should go ahead and page Danvers FD. 3N55 responded Yes. An unidentified fire unit advised "Carlock fire responding". Dispatch inquired of the units identifier and the responder unprofessionally and rude stated "I'll tell you if you get off the radio".					
Results:					
Chief Mohr responded to problem report via telephone 06/07/04. Advised the problem was handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Dale Township Fire Protection District		3829	3/26/2004	3/24/2004	21:00
CAD#:	Shift:	Location of Incident:			
DVF/2004-36	Second	1400North & Lara Trace Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
AUSIL		Wilson	Closed	3/31/2004	Founded
Nature Of Complaint:					
Dale Township Fire Department not paged with Danvers Fire Department as dual response to an accident on 1400N&Lara Trace Rd.					
Results:					
Dale Township should have been paged along with Danvers Fire Department to the accident.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3134	4/14/2004	4/11/2004	20:56
CAD#:	Shift:	Location of Incident:			
2004-0017093	Second	902 S. Whiteoak			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Weir		Cannon	Closed	4/20/2004	Founded
Nature Of Complaint:					
NPD unit dispatched to a domestic dispute outside of their jurisdiction. BPD also responded and NPD officer was not aware.					
Results:					
GIS data is incorrect for White Oak Road. Breakdown in communication between NPD Dispatcher & BPD Dispatcher. GIS data is being corrected. Communication failure is being handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Fire Department		4216	6/16/2004	6/11/2004	7:15
CAD#:	Shift:	Location of Incident:			
NFF/2004-000189	First	NPD			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Street		Cannon	Closed	6/16/2004	Founded
Nature Of Complaint:					
3N23 was called to 100 E. Phoenix, NPD, for a person that had fallen. 3N23 went in the front doors and was informed by the desk clerk that they were needed to be around back on the trail and that she had told the Metcom Operator that we were needed on the trail around back. Not in the Police Department.					
Results:					
This complaint is founded. Metcom was notified via radio transmission from NPD Officer 500. He advised that Rescue was needed at the North Door. The complaint indicates that the Front Desk PSR called this in. I spoke with the PSR that was working and she advised me that she did not call Metcom. Metcom call-taker failed enter the response location into CAD for dispatch.					
Appropriate action has been taken internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4415	6/18/2004	6/17/2004	7:10
CAD#:	Shift:	Location of Incident:			
	First	Linden/Virginia			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Williamson		Goldsberry	Closed	6/18/2004	Founded
Nature Of Complaint:					
0720rs Ofcr on TS requested Browns Towing and was told they had been called. Browns called Metcom at 0724 hrs. to get location and was told they were not needed. 0755hrs. Ofcr requested ETA and was informed at 0804 it would be another 10 minutes. 0812 hrs. Metcom Advised Browns had been sent to wong location. 0820 hrs Browns arrive for the Tow.					
Results:					
TC called Browns, received no answer and did not follow up with a 2nd phone call until Ofcer requested ETA. Browns was then called and given a wrong location. Browns called again and verified the location given and it was then determined the first location was wrong.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3806	7/2/2004	6/30/2004	5:50
CAD#:	Shift:	Location of Incident:			
BFF/2004-000393	Third	FS Farmtown			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Willan		Wolf	Closed	7/8/2004	Combination
Nature Of Complaint:					
Tractor Trailer on Fire at FS Farmtown. Incident in Bloomington Township Jurisdiction and Bloomington Fire Department Dispatched.					
Results:					
Combination. Call was initially input as the FS Faststop, 1513 Morrissey Dr, Bloomington, which is located in BFD's jurisdiction. Fire Dispatcher assigned the call prior to the address being corrected to FS Farmtown, 1808 Morrissey Dr, which is located in BTFD jurisdiction. The address was updated after BFD units were assigned, therefore dispatch did not notice the jurisdiction change. To further complicate, the CAD had the wrong LEA jurisdiction (BPD). Jurisdiction issue has been submitted for correction.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4421	7/27/2004	7/22/2004	22:26
CAD#:	Shift:	Location of Incident:			
2004-0038939	Second	47 Melissa Drive			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	7/28/2004	Founded
Nature Of Complaint:					
<p>On 07-22-04 at approx 2230 hours. A51 and A11 were dispatched to 47 Melissa Dr on a call of shots fired. When A11 inquired with the TCM for the 10-20 of Melissa, he received no answer so he asked again, and again received no response from TCM. Finally A11 was told the 10-20 was West of Main and something about Veterans. A11 kept asking for the exact 10-20, again with no response, and finally A11 asked Metcom twice if the call was in Greenwood and got no response, once officers wre on scene it was determined that a gun had been fired. A11's MDT kept getting calls for addresses that he had not been dispatched to and did not get the Melissa call till he was actually on scene. Initially A11 and the other officers believed the call on Melissa to be in Alexander or Grandview Estates. It was by monitoring radio traffic from other officers that it was determined the call was in Greenwood. Officers believe this was a serious call and not enough information was given out.</p>					
Results:					
<p>Officers were provided with exact location and cross streets along with west of Main and South of Veterans, but not advised it was in Greenwood TL PK. 7 additional officers responding to the call arrived on scene without asking where it was.</p> <p>Two requests for location of Melissa Drv. were made to Metcom by A11 with no response being heard on the dictaphone. Since BPD radio traffic has priority over dispatch it is unable to determine if the TC responded and went unheard due to heavy traffic involving the call.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4422	8/6/2004	7/30/2004	21:38
CAD#:	Shift:	Location of Incident:			
2004-40601	Second	408 E Washingotn			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McKinney		Wilson	Closed	8/11/2004	Combination
Nature Of Complaint:					
<p>Officer McKinney was driving through Coachman parking lot and recognized a 10-99 subject. Ofc McKinney called out his location to Metcom but did not receive an answer, he again attempted several times to contact Metcom and received no answer. Sgt. Wikoff assisted Ofc. McKinney and he also attempted to contact Metcom with no response from the TCM. Ofc McKinney then contacted the Sgt's desk at post and Ofc Melton checked EJS for the subject McKinney was out on. Ofc Melton advised McKinney that according to EJS the subject was 10-99. At this time the TCM then came back on the radio. Ofc Mckinney verified the 10-29 information and was not given a hit tone and advised that it was a confirmed warrant out of McLean County.</p>					
Results:					
<p>In listening to the Dictaphone there is no dictaphone recording of Ofc Mckinney calling out that he is at the Coachman with a wanted person. His conversation with Ofc Melton is recorded. Sgt Wikoff calling out that Ofc McKinney is out with a wanted person is recorded. The TCM did acknowledge Sgt Wikoff and put them on a warrant attempt call at the Coachman. Officer Wamsley going enroute to assist Ofc McKinney is also recorded. Every time an officer called Metcom the TCM acknowledged and reflected the activity in the CAD. As far as if Ofc McKinney was on the right channel, or why the transmission did not come over the channel cannot be confirmed or denied. Ofc Mckinney did check locals over the radio after he had already verified the warrant with Ofc Melton, after Sgt Wikoff went out with him, after Ofc Wamsley advised he was enroute to Ofc McKinneys location and after Ofc McKinney advised he was 10-4. No Hit tone was given, TC felt after all the above no hit tone was nee ed to alert Ofc McKinney, and the other units the subject was wanted. Ofc McKinney and Ofc Melton had been talking about the warrant freely over the radio.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Randolph Township Fire District		4076	8/19/2004	8/17/2004	8:47
CAD#:	Shift:	Location of Incident:			
HYF/2004-000016	First	1625 E 700 North Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Powell		Buchanon	Closed	8/20/2004	Founded
Nature Of Complaint:					
Heyworth Ambulance was page out for a 10-50. Fire Department was not paged. Run cards not utilized.					
Results:					
The TC in haste to get the call out did not wait for the call to be upgraded with the correct level of response that would have recommended fire units along with the EMS. Handled internally with corrective action.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Randolph Township Fire District		4099	8/25/2004	8/22/2004	17:52
CAD#:	Shift:	Location of Incident:			
	Second	19897 Oakwood Drv (Downs FD)			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Powell		Buchanon	Closed	8/30/2004	Founded
Nature Of Complaint:					
3 Fire Depts.were paged to a fire in Downs. No unit numbers or fire districts were announced. No one knew which fire district was being paged. Run plans not utilized.					
Results:					
The correct fire districts were announced (Downs Fire Dept,Bloomington Township & Heyworth Fire). A Downs unit acknowledge receipt of page and shortly after a 2nd Down unit inquired of whos district and was told it was theres.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Danvers Fire Department		3552	8/26/2004	8/21/2004	19:46
CAD#:	Shift:	Location of Incident:			
	Second	19340 N 150E			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Iemons		Buchanon	Closed	8/27/2004	Founded
Nature Of Complaint:					
Metcom after receiving a complaint of a house on fire dispatched the call incorrectly. The wrong address was entered which caused the wrong department to be dispatched.					
Results:					
Upon receiving the 911 dump, the TC was given 3 choices to verify the location. The TC inadvertently clicked on the wrong address that recommended the incorrect department to respond. Corrective action taken to alleviate further mistakes of this nature.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Lexington Ambulance Service		4172	9/13/2004	8/30/2004	6:25
CAD#:	Shift:	Location of Incident:			
	Third	25091 N 2200 East Rd, Lexington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Warnement		Wolf	Closed		Founded
Nature Of Complaint:					
We were paged response to 2200 North 4X we we were trying to locate it on our map & the other number did not match up. One of our Lex EMTs was on scene in his private vehicle & called Metcom & gave them the corrected address. The dispatcher said on the air that 2300 East was the corrected addres. We then were able to respond to the right address. Once before we were dispatched to the samie road 2200N when it really was 2300 east. Metcom was advised of this problem.					
Results:					
Telecommunicator selected the wrong address in the Geo-locator section of the CAD. They selected 25091 E 2200 North RD, instead of 25091 N 2200 East RD. Telecommunicator has been advised to verify addresses and select the proper address in the Geo-locator.					
FOUNDED, Handled Internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Lexington Ambulance Service		4170	9/13/2004	8/31/2004	10:13
CAD#:	Shift:	Location of Incident:			
LXF2004-0000141	First	24650 E 2100north			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Birkenbeil		Goldsberry	Closed	9/17/2004	Founded
Nature Of Complaint:					
Responded to 24650 E 2100north Rd. Residence name was not known upon request however when it was provided checked the phone book and found the address should have been 24650 N 22100east Rd. After 24 minutes of travel time found the paient with chest pain.					
Results:					
Call Taker had switched the road direction and did not include the residence name in the Incidents Comments					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Fire Department		4207	9/14/2004	9/8/2004	11:22
CAD#:	Shift:	Location of Incident:			
NFF/2004-2963	First	Shepard & Greenbriar			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Mohr		Wolf	Closed	9/23/2004	Founded
Nature Of Complaint:					
Not so much a problem as a suggestion. At this scene we had three pts to remove from two heavily damaged vehicles. At the time the pts were removed a call was made to Metcom that all pts had been removed from the vehicles. I do this so that I can note it in my report to document when in the "golden hour" they were free and being preparted for transport. In this instance it was not a problem but in more serious situations it is important that this be noted in the CAD comments. Other times when noting benchmarks is important is during a fire when primary or secondary are complete or under control is given as well as loss stopped.					
Results:					
Founded. At 1142, Engine 13 advised that all victims were free from the vehicles. This information should have been logged in the CAD comments and it was not. Point well taken and the importance of properly logging information received from field units discussed with the TCs.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Ellsworth Fire Protection District		1758	9/17/2004	9/4/2004	11:54
CAD#:	Shift:	Location of Incident:			
ELF/2004-25	First	12518 N 2850E Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Young	Wolf	Closed	9/23/2004	Equipment	
Nature Of Complaint:					
Did not tone our pagers for call on 12518N 2850E Rd, but paged Ellsworth 192, EMCA, Lifeline. Lifeline also had same problem. Metcom said record shows they paged us but we did not hear tone.					
Results:					
Reviewed CAD Report and Dictaphone recorder of transmissions on the Arrowsmith Tower (154.190). Tones were sent out for all pages related to this incident. It appears the proper units were dispatched according to the response plan. TC should have verbalized "Ellsworth First Responders." Report will be ruled as equipment. Please contact Metcom as soon as convenient to do a series of test pages. Report results of test pages to a Metcom Supervisor. Any further problems with paging report immediately.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Carlock Fire Department		4225	9/23/2004	9/10/2004	18:26
CAD#:	Shift:	Location of Incident:			
DVF/2004-115	Second	I-74 MP 124			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Mohr	Wolf	Closed	4/30/2004	Founded	
Nature Of Complaint:					
Call was for car fire on I-74 at 124 Mile Post. Danvers Fire was paged initially. Carlock Fire covers I-74. 1st concern is 1 min 36 second delay in initial dispatch (time from call taking complete to 1st assigned). Second is not dispatching proper department. Third concern is the delay in dispatching Carlock once requested to do so. It apperas this also was at least a 5 minute delay. Putting all time together, delays in dispatching the appropriate agency was nearly 10 minutes. This is unacceptatble. I appreciate your attention to this matter. GM					
Results:					
Founded. The call should have been paged as soon as it went into the waiting queue. The delay is a valid concern and will be addressed. As far as paging the wrong agency, this problem was CAD related. The CAD indicated that I-74 MP 124 was Danvers FPD. That is incorrect and has been addressed. Finally, Carlock was not paged in a timely manner, once the request to do so was made. This is still a problem though, and will be addressed internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3061	11/30/2004	11/24/2004	10:40
CAD#:	Shift:	Location of Incident:			
	First	BPD / Metcom			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Pelo	Gleason	Closed	12/8/2004	inconclusive	
Nature Of Complaint:					
Stolen veh. Rept. Taken at BPD was not entered into LEADS before being recovered.					
Results:					
Metcom never received a faxed copy of the report. According to the policy set by BPD the reports will be faxed to the BC for entry. When the Ofcr enters his report into EJS he call the BC for his LEADS number. It was determined upon recovery of the veh. There was no LEADS number because the report was never faxed to the BC.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3062	11/30/2004	11/26/2004	17:00
CAD#:	Shift:	Location of Incident:			
	Second	Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Scott		Buchanon	Closed	12/9/2004	Founded
Nature Of Complaint:					
Officers attempting to contact Metcom with no response. Sgt was told the BPD TC had left the room and turned up wrong channel.					
Results:					
TC working BPD radio stepped out for a toilet break. TC working phones clicked on BFD channel by mistake when switching channels. (Human Error) Lapse time 51 seconds before error was corrected. TC was advised of this error.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3063	11/30/2004	11/20/2004	
CAD#:	Shift:	Location of Incident:			
	Second	BPD Front Desk			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Goldsberry	Closed	12/9/2004	Unfounded
Nature Of Complaint:					
A home theatre system one of several items taken in a burglary was entered into LEADS 2 days after it was faxed to the BC. TC did not enter it because they did not know what it was or how to enter it into LEADS.					
Results:					
Report faxed to BC with no description of the home theatre system. TC contacted the BPD front Desk for more information from the Officer on 2 separate occasions and was informed the Officer was on his days. A msg was left for him to contact the BC on his return. Upon his return, he contacted the BC explained the item and it was entered.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Coffax Police Department		3201	12/9/2004	12/3/2004	18:30
CAD#:	Shift:	Location of Incident:			
	Second				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Cooper		Buchanon	Closed	12/9/2004	Founded
Nature Of Complaint:					
Officer requested on 12/03 that 10-28, 10-27, & CQH information regarding a suspicious veh. Is faxed to him. As of 12/9 at 1000 hrs the information has not been received.					
Results:					
Information was requested by the Officer, but unable to determine if the information was truly faxed but never received or if there was a fax error. Officer requesting information never followed up to find out if the information had been faxed.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3064	12/13/2004	12/10/2004	22:03
CAD#:	Shift:	Location of Incident:			
2004-0023700	Power	Washington/Caroline			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Newton		Gleason	Closed	12/14/2004	Founded
Nature Of Complaint:					
Sgt Newton heard Co deputies responding to a call in the area of Washington/Caroline (but didn't know for what) go over County's frequency & Sgt. Smith (in a separate squad) heard the same call go over NPD's frequency. Sgt. Smith had to ask pro-active dispatch what was going on & by that time the delay was about 5 minutes. Too long of a time lapse & they had 2 cars on the west side at the time but didn't have the info on the call.					
Results:					
Pro-Active dispatcher took original 911 call from victim & req'd someone take over her radio (due to info gathering). Calltaker took over pro-active dispatch. Mis-communication between the 2 as neither one knew that the other had NOT given the call to the pro-active guys. After reviewing the initial call & radio traffic; there was a 6 minute delay from the time the call was given to County deputies until the Pro-Active officer requested the information on his channel. Both T/C's were made aware of the over-sight.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4420	12/22/2004	12/17/2004	16:08
CAD#:	Shift:	Location of Incident:			
	Second	Howard / Washington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Sutherland		Buchanon	Closed	1/4/2005	Founded
Nature Of Complaint:					
Officer ran a 10-28 on a veh he believed was stolen and the TC advised it was clear. Officer asked TC to double check and the TC responded with Oh yeah, it is reported stolen. The driver of the vehicle fled the stop and was apprehended a short time later.					
Results:					
The TC did not review the complete response from LEADS before relaying inaccurate information to the Officer.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3640	12/23/2004	12/18/2004	15:17
CAD#:	Shift:	Location of Incident:			
	Second	303 E. Vine			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Gleason	Closed	12/29/2004	Unfounded
Nature Of Complaint:					
Male caller complained the TC kept him on phone for extended amount of when his dad was having abdominal pains and he was upset when the TC asked if his dad had insurance.					
Results:					
Call picked up at Metcom at 1516:30 and was completed at 1518:09. Total time 1minute 39 seconds. After reviewing the audio of the call, at no time did the TC mention insurance. The caller was argumentive when asked the protocol questions.					

2003 Problem Report Totals

Bellflower Police Department

Unfounded 1

Bloomington Fire Department

Founded 4

Unfounded 2

Bloomington Police Department

Combination 8

Founded 24

returned 1

Unfounded 23

Bloomington Township Fire Department

Equipment 3

Founded 1

Carlock Fire Department

Combination 1

Unfounded 1

Dale Township Fire Protection District

Founded 1

Gridley EMS

Founded 2

LeRoy Ambulance Service

combination 1

Equipment 2

Founded 2

Unfounded 3

LeRoy Police Department

Unfounded 1

Lexington Ambulance Service

Unfounded 1

McLean County Sheriff's Office

Founded 2

MetCom

Founded 7

Referred to BPD 1

Unfounded 1

Normal Police Department

Founded 7

Unfounded 2

Towanda Fire Department

Founded 2

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3751	1/3/2003	12/31/2002	14:25
CAD#:	Shift:	Location of Incident:			
BFF/2002-000601	First	215 E Douglas			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Hockensmith		Wilson	Closed		Founded
Nature Of Complaint:					
Bloomington Fire Department dispatched to 215 E Douglas Street for a smoke detector alarm. There was a second call received by Metcom reporting smoke. The information was not relayed to the Bloomington Fire Department so they could request additional resources and or coordinate a pre-attack or rescue with resources already enroute.					
Results:					
In review of the dictaphone recording it was found the Dispatcher for the Bloomington Fire Department failed to relay important information to BFD responding units. Matter handled internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4344	1/6/2003	12/28/2002	18:11
CAD#:	Shift:	Location of Incident:			
BPD/2002-005321	Second	Hat World Eastland Mall			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wilson	Closed		Founded
Nature Of Complaint:					
Officers sent to Eastland Mall reference an armed subject at the mall. Officers were not given information as to direction of travel in the mall or any suspect information.					
Results:					
The call taker obtained as much information as he could from the caller. The dispatcher relayed the description of the suspects but did fail in relaying the direction of travel to the officers responding.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3752	1/6/2003	1/5/2003	13:45
CAD#:	Shift:	Location of Incident:			
BFF/2003-000008	Second	210 Hampton Drive			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Brown		Goldsberry	Closed		Unfounded
Nature Of Complaint:					
Engine 3 was dispatched to 210 Hampton Drive (run#79) We were unavailable due to being busy on a prior call. Engine 3 did not acknowledge that we were responding, Metcom was not listening for all units responding to acknowledge.					
Results:					
E-3 was on a call. The CAD recommendation for dispatch did not include E-3. BFD headquarters attempted to assign E-3 to the call.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3754	1/6/2003	1/5/2003	12:32
CAD#:	Shift:	Location of Incident:			
BFF/2003-000008	1	814 Jersey, Normal			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Teutsch		Cannon	Closed	1/7/2003	Founded
Nature Of Complaint:					
CAD verified address in BFD Jurisdiction and assigned a BFD Case Number. BFD was not dispatched. TC caught error and corrected prior to dispatch. The CAD assigned number already for BFD.					
Results:					
CAD Problem. Jurisdiction was corrected for initial assignment.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3801	1/6/2003	12/30/2002	18:58
CAD#:	Shift:	Location of Incident:			
BTF/2002-000015	Second	17033N 975 East Road			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
William, Tommy		Wilson	Closed		Founded
Nature Of Complaint:					
Dispatched as smoke in residence, BTFD Chief acknowledged page on 2nd page and requested tanker and manpower from Randolph Township Fire Department and a Rit team from Dows Community Fire Department. After second request to Metcom with no answer, asked E51 to ask for the mutual aid, request was not completed until BTFD Chief made a cell phone call to Metcom on 888-5030 number a lapsed time of 5 minutes. On request for incident times was advised that call was received at 18:58, BTFD was not paged until 19:04 a lapsed time of 6 minutes. Actual call was at 17033n 975 East road.					
Results:					
The caller gave an incorrect location for the call. The call taker failed in using landmarks, driving directions, and picking up on key words or phrases by the caller to obtain a correct location. The call held for too long, both departments should have been dispatched to both locations in order to cut down response time. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4333	1/6/2003	12/28/2002	13:06
CAD#:	Shift:	Location of Incident:			
bpd/2002-005318	Second	National City Bank 1332 E Empire			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Jones		Wilson	Closed		Unfounded
Nature Of Complaint:					
Call given to officers as alarm - should have been an extra patrol due to alarm company calling to advise Metcom the alarm was not operating and requested extra patrol					
Results:					
The call was transferred from Bloomington Police front desk to Metcom because the alarm company was reporting an alarm. The alarm company was receiving a "failure-to-close" alarm and per their policy that is treated as a burglar alarm. Call was taken and entered as a burglar alarm. The alarm company stated it could mean the alarm was not working and they would need extra patrol until they could get the alarm fixed. The alarm company was receiving an alarm on the premise, call was taken and dispatched according to proper procedure.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4343	1/6/2003	12/28/2002	18:54
CAD#:	Shift:	Location of Incident:			
BPD/2002-005321	Second	Dennys 701 S Eldorado			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wilson	Closed		Founded
Nature Of Complaint:					
Officers sent to Armed Subject/Fight call and were given only that both subjects were still inside and one threatened the other with a gun. Officers were given no suspect information and officers asked Metcom to call back to get further information.					
Results:					
The call taker did not ask the caller to describe either one of the suspects in the restaurant. The caller stated they were both white males on opposite sides of the restaurant and the call taker did not ask for any descriptive details. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4341	1/6/2003	12/21/2002	21:00
CAD#:	Shift:	Location of Incident:			
BPD 2002-005222	Second	Empire Street and Veterans Parkway			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wilson, Randy		Wilson	Closed		Founded
Nature Of Complaint:					
After arriving at a motor vehicle crash involving a BPD squad car, Off Wamsley requested BFD Rescue be dispatched to the scene to check out a 20 yof in the other vehicle, even tho she stated she was not injured. A few minutes later Off Matthenson requested BFD Rescue come to Todd & Gettysburg to treat a seizure victim he had earlier arrested. A few minutes later, Off Wamsley asked Metcom the eta of Rescue, and was advised by the TCM (Pat) that Rescue had not been requested at his (Wamsleys) location, but that he (TCM Pat) would notify them now.					
Results:					
Two rescue requests were made (Veterans&Empire and 1100 Gettysburg) with both requests being acknowledged by the Bloomington Dispatcher. Only one rescue request was entered and dispatched (1100 Gettysburg). The ambulance for Veterans&Empire was dispatched after a second request was made by the officer. Handled internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		2003-0002	1/25/2003	1/25/2003	16:17
CAD#:	Shift:	Location of Incident:			
BFF/2003-000051	Second	OAKLAND&HANNAH			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
BAETENS		Wilson	Closed		Founded
Nature Of Complaint:					
BFD Rescue paged to an accident unknown injuries at Oakland&Hannah. BFD assigned a non-CAD recommended unit. BFD then without advising Metcom sent another ambulance to the call.					
Results:					
Capt Rob Coleman of the BFD aware of the incident and is aware the complaint is founded. BFD dispatched wrong unit to the call then did not advise Metcom of any changes. Report Founded. Capt Rob Coleman will handle internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
McLean County Sheriff's Office		3022	2/18/2003	2/15/2003	13:53
CAD#:	Shift:	Location of Incident:			
	First	3424 Eucclyptus St			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Lynn	Goldsberry	Closed	3/5/2003	Founded	
Nature Of Complaint:					
Deputies dispatched to OD call. Request info from BC and was told Metcom did not provide that information. Requested further information from BC TC and was told Metcom did not have the subject on the line. Ofcr heard Metcom on EMS channel state they still had caller on the line. Why was BC TC unable or unwilling to get requested information on the call.					
Results:					
Complaint valid and tied to other complaints on same day. TC to receive remedial training.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
McLean County Sheriff's Office		3029	2/18/2003	2/15/2003	14:15
CAD#:	Shift:	Location of Incident:			
	First	Rt150 / Brigham School Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
lynn	Goldsberry	Closed	3/5/2003	Founded	
Nature Of Complaint:					
Firefighter requested Police assistance for a 10-46 and upon arrival on scene the FD was not there. The Deputy requested their Dispatcher to find out where the Firefighter was and the TC stated Metcom is not talking to her anymore and therefore never got the information to pass on to the Deputy.					
Results:					
This complaint tied in with other complaints on this day, w/same TC. The TC involved to receive remedial training.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3070	3/20/2003	2/28/2003	15:00
CAD#:	Shift:	Location of Incident:			
	Second	1400 W. Walnut			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Goodman	Wilson	Closed	3/30/2003	Combination	
Nature Of Complaint:					
Officer sent out of his area when area cars were available. Ofcr requested EJS cks on 2 subjs and was told by TC one was clear contacts and the other subj had one arrest. Officer later ckd EJS and found subj told to be clear had several involvements - one for fighting with police.					
Results:					
Ofcr was sent out of his area. CAD down at time, unable to determine if area cars were available. Other details of complaint addressed by Director Cannon and Lt Mosier.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4350	3/20/2003	3/6/2003	
CAD#:	Shift:	Location of Incident:			
	Third	East / Douglas			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Klepec		Wolf	Closed	3/21/2003	Unfounded
Nature Of Complaint:					
Pro-Active Unit initiated traffic on channel 1 involving a 10-32. A few seconds later the Pro-Active unit on channel 2 advised 10-4 secure. The 3rd shift officers were not advised of this transmission, therefore continuing to hurry across town in inclement weather.					
Results:					
BPD Patrol Officers did not use correct procedure when assisting ProActive units. They were on the wrong channel (BPD chan1) Had they been on the ProActive Channel they would have copied direct that the incident was secure.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3053	3/20/2003	3/3/2003	1:30
CAD#:	Shift:	Location of Incident:			
	Third	East / Douglas			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Walcott		Wolf	Closed	3/21/2003	Founded
Nature Of Complaint:					
Officer on a traffic stop requested Browns Towing. After waiting 20 minutes was informed by TC that Browns was never contacted.					
Results:					
Radio transmission very poor. Unk if TC understood transmission or forgot. TC did acknowledge w/10-4. Incident reviewed with TC, appropriate action taken.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4345	3/21/2003	3/6/2003	1:35
CAD#:	Shift:	Location of Incident:			
	Third	601 S Madison			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Underwood		Wolf	Closed	3/29/2003	Unfounded
Nature Of Complaint:					
Officer VanHovlen spoke with a battery victim at post and called Metcom to have another officer go to 601 S Madison to speak to the suspect. Officer explained to the TCM what he needed, and ask for the other unit to obtain information from the suspect. Metcom TCM sent Office Day to 601 S Madison saying only, that he was to speak to the subject for a domestic dispute, that parties were seperated and to contact the front desk of BPD for further information. Officer VanHovlen had asked the TCM to advise the officers to get the suspects side of the story involving the battery - This information was not given to Officer Day he was told to contact the front desk for further information.					
Results:					
Complaint unfounded. Officer was dispatched to the correct address, with the following information: 10-16 Parties Separated, need to speak to John Hudson to get his side of the story, any further questions contact BPD Front Desk. Officer acknowledged dispatch, arrived on scene, responded 10-04 on status check, ran 10-29 on male, and cleared scene with no report. Officer did not inquire with Metcom or the front desk for any further details about the call. Officer did not speak to the Front Desk until 0311 hours, almost an hour after clearing the scene. Also, after the officer was dispatched and while the officer was on scene, the Front Desk did not attempt to contact him with any further information.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Gridley EMS		3575	3/31/2003	3/27/2003	19:10
CAD#:	Shift:	Location of Incident:			
	Second	308 E. 7th ST Gridley			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Malcome		Wilson	Closed	4/2/2003	Founded
Nature Of Complaint:					
EMS sent to wrong location. Dispatched to 308 W. 7th ST and it should have been 308 E. 7th St.					
Results:					
TC paged out to the wrong location. Incident handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Gridley EMS		3576	3/31/2003	3/29/2003	19:10
CAD#:	Shift:	Location of Incident:			
GRF/2003-00004	Second	308 East 7th Street Gridley			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Malcome		Wilson	Closed	4/2/2003	Founded
Nature Of Complaint:					
Ambulance paged to 308 W 7th Street when address was actually 308 E 7th Street Gridley.					
Results:					
Founded. Ambulance paged to wrong address. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3116	4/1/2003	3/31/2003	9:10
CAD#:	Shift:	Location of Incident:			
	First	Division / Mason			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wolters		Goldsberry	Closed	4/2/2003	Founded
Nature Of Complaint:					
Ofcr on traffic ran 10-27 and was told subj was clear and valid. Ofcer requested EJS check and TC initiated Hit tone for wanted subj. Ofcr inquired if 10-29 information returned w/10-27 and was told by TC there was a delay in the 29 information returning.					
Results:					
Investigation revealed subj was wanted in LEADS and there was no delay of the information being returned. LEADS time stamp revealed all the information returned at the same time. TC disciplined according to Metcom policy.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4346	4/1/2003	3/18/2003	
CAD#:	Shift:	Location of Incident:			
	First	Browns Towing Service			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Martin		Buchanon	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
Browns towed a vehicle on 3/18/03 then advised Metcom. 3/25/03 Ofcr Martin discovered the vehicle was stolen our to Wisconsin. Metcom did not run the 10-28 causing a delay of this being handled more timely.					
Results:					
According to Towed Vehicle Policy It is the responsibility of the towing agency to contact Metcom and the police agency in the jurisdiction of where the vehicle is being towed from. Metcom logs the plate in the event someone calls to report the vehicle stolen. Each police agency upon receipt from the towing agency runs the vehicle registration..					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3628	4/2/2003	3/27/2003	7:30
CAD#:	Shift:	Location of Incident:			
DNF/2003-000004	First	305 S. Lincoln, Downs			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Rafferty	Wolf	Closed	4/3/2003	combination	
Nature Of Complaint:					
Incident # 2 03/30/03 0845 110 S. Lincoln, Downs (DNF/2003-0000044) Downs 1st Responders & Lifeline dispatched to listed Downs addresses. 1st incident, estimated 4-5 minute delay before dispatching LeRoy - (difficulty breathing-small child). 2nd incident-not dispatched at all until crew member called via phone to have LeRoy dispatched, estimated 8+ minutes delay (Asthma). Both calls in LeRoy district.					
Results:					
Incident # 1, 305 S. Lincoln, UNFOUNDED. Downs First Responders paged at 07:30:02. LeRoy Ambulance Service paged at 07:31:04. LeRoy Ambulance Service acknowledged page at 07:33:39. No delay or error in dispatch.					
Incident # 2, 110 S. Lincoln, FOUNDED. LeRoy Ambulance Service was not paged until a crew member inquired. 5 minute 54 second delay. Incident to be handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bellflower Police Department		4351	4/4/2003	4/3/2003	17:27
CAD#:	Shift:	Location of Incident:			
	Second	924 W. Front #4			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Ficek	Wilson	Closed	4/9/2003	Unfounded	
Nature Of Complaint:					
Ofcs sent to wrong location of Burglary in Progress and it was not. Ofcs later advised caller not on scene and had been gone about 15 minutes.					
Results:					
TC dispatched based on information provided by the caller which was incorrect. Wrong location given and TC was told that someone was in the Apt and no one should be. Caller advised that she was calling from her cell phone.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4354	4/8/2003	4/7/2003	19:29
CAD#:	Shift:	Location of Incident:			
	Second	Ponds parking lot			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
McKinney	Wilson	Closed	4/9/2003	Founded	
Nature Of Complaint:					
10-16 physical and parties not separated. Call held for 1 hour.					
Results:					
Call-taker entered wrong call type for dispatch which lowered the priority of the response. Activity level does not reflect a reason of why call held for 51 minutes.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4353	4/8/2003	4/7/2003	17:30
CAD#:	Shift:	Location of Incident:			
	Second	1009 N Evans			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood		Wilson	Closed	4/9/2003	Founded
Nature Of Complaint:					
Call received at Metcom to dispatch Ofcr to BPD lobby to escort location for a stand-by property removal. Officer was dispatched to stand-by location instead of BPD. Ofcr waited at location 21 minutes before clearing call and was then told by Metcom the caller was enroute. The Ofcr. Located caller walking to the stand-by location.					
Results:					
BPD CSO clearly stated to Metcom where the Ofcr was to be dispatched. TC dispatched to wrong location. Incident being handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4352	4/8/2003	4/5/2003	9:00
CAD#:	Shift:	Location of Incident:			
	1	517 W. Grove			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Blain		Cannon	Closed	4/9/2003	Unfounded
Nature Of Complaint:					
Runaway Report taken. Two days later, Officer contacted caller and found that Runaway returned 15 minutes after time of report. Officer indicates that Caller told him that Rose Buchanon was made aware of the return. Complaint is Rose Buchanon failed to notify BPD.					
Results:					
Rose advises that when she spoke with the caller she was told that BPD Front Desk had already been notified. Caller advises that she spoke with a male at BPD front desk when the runaway returned.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3117	4/15/2003	4/14/2003	7:55
CAD#:	Shift:	Location of Incident:			
	First	Burger King			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stephens		Buchanon	Closed	4/15/2003	Founded
Nature Of Complaint:					
Ofcrs dispatched to a fight call at Burger King 1617 N. Main St. After arriving the Manager informed Ofcrs the fight was at the Burger King on South Main.					
Results:					
Call-taker failed to click on correct address in CAD , resulting in wrong location being forwarded for dispatch. Incident handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3629	4/15/2003	4/13/2003	11:54
CAD#:	Shift:	Location of Incident:			
DNF/2003-000005	First	8605 N 2400East Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Wilson	Closed	4/16/2003	Founded
Nature Of Complaint:					
Downs 1st Responders & Lifeline paged for male pt with burns from explosion to above location. LeRoy's ambulance district - not paged out for 10 minutes. (Even if it wasn't our district, possibly, we should have been paged anyway since LifeLine wasn't initially available) I believe this is also in LeRoy's Fire district - they weren't paged.					
Results:					
Complaint founded. The address of 8605 N 2400East Rd verifies as in Downs Fire 1st Responders and Lifeline ambulance district. Response plan has already been changed.					
This was a medical call and no need for LeRoy Fire do have been paged. They do not have 1st Responders.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3755	4/16/2003	4/14/2003	18:51
CAD#:	Shift:	Location of Incident:			
	Second	1820 W. Olive			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Chambers		Buchanon	Closed	4/29/2003	Founded
Nature Of Complaint:					
Call received for 1820 W. Olive and dispatched as 1820 E. Olive. Changed after 3N17 requested address check. CAD shows an 18 min response time for Delta Call.					
Results:					
1. Because TC second guessed herself and got confused when Cell tower location dumped into the CAD the incorrect address direction was dispatched causing a 16 min. 21 second delay in units arriving on a Delta level response.					
2. Memo issued to all TCs re: entering times for all units dispatched, arriving on scene, transporting and clearing calls with no delays and the importance thereof.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4357	4/18/2003	4/14/2003	
CAD#:	Shift:	Location of Incident:			
	Second	general			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wilson	Closed	4/21/2003	combination
Nature Of Complaint:					
1. TC unable to provide Ofcr w/location of Burg. Alarm. 2. TC did not get location of caller or call back number on a armed subject. 3. Ofcr. called off an armed subj call to responde to a 10-10 verbal.					
Results:					
1. TC dispatched units based on information provided by the caller. Alarm company an address and a zone. 2. TC did not get Caller information on a armed subject. 3. Officer Albert was neither of the 2 units initially dispatched to the armed subj. call. He advised he would be responding also. Based on the temperament of the 10-10 Officer Albert was re-directed to the 10-10.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0418	4/18/2003	4/17/2003	14:14
CAD#:	Shift:	Location of Incident:			
	First	ISU Dispatch Williams Hall			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goldsberry		Goldsberry	Closed	4/24/2003	Unfounded
Nature Of Complaint:					
ISU Dispatcher, Pam Dunlap, when informed have additional EMS questions became abrasive to call taker as no need to these questions which created an over response of EMS services. Utilized NFD radio channel with no knowledge of which EMS unit responding to provide correct location information.					
Results:					
Incident resolved internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4356	4/18/2003	4/9/2003	19:43
CAD#:	Shift:	Location of Incident:			
	Second	1605 S. Morrissey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	4/21/2003	Unfounded
Nature Of Complaint:					
Officer requested local ck on subj and was advised subj was clear. Subj advised Ofcr of their CQH. Officer also found that subj had several involvements with police.					
Results:					
Locals Check - Ejs check for warrants CQH - Criminal History Prior Contact - A check in EJS for contact a subj would've previously had with any police agency in McLean County. The Ofcr was given the information that was requested.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4365	4/18/2003	4/17/2003	11:57
CAD#:	Shift:	Location of Incident:			
	First	Hinshaw / locust			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
KR Wilson		Goldsberry	Closed	4/21/2003	Founded
Nature Of Complaint:					
TC activated wrong alert tone.					
Results:					
Wrong alert tone was activated.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Police Department		3356	4/26/2003	4/25/2003	2:00
CAD#:	Shift:	Location of Incident:			
200304576	Third	205 Mockingbird Ln, Leroy			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Moreland		Buchanon	Closed	5/5/2003	Unfounded
Nature Of Complaint:					
Ofcr dispatched to check well being of female at 205 Mockingbird. Metcom called the residence without being asked. Ofcr felt these actions could have place him in a dangerous situation. Ofcr later advised by TC the 10-17 was the boyfriend of the person he was cking the well being of and he wanted it kept quiet so her husband did not find out. Her husband was home and this could have been very useful knowledge.					
Results:					
Based on the limited information provided by the caller the TC did a good job finding an address for the party to be checked on. The TC did not place the Ofcr in any danger. It is a good TC that gets as much information as possible to pass on to Ofcrs. . Had the TC not gone that extra step the Ofcr. Would've had less than basic information prior to his arrival.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4362	4/30/2003	4/25/2003	
CAD#:	Shift:	Location of Incident:			
	Second	Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wolf	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
3 different incidents Armed Subject - given out as 10-43 Blm Units - no one dispatched to area.					
1st Traffic Stop - Center/Fillmore 2nd Traffic Stop - Center/Graham					
Results:					
All founded. Armed Subject Incident. TC failed to use proper Alert Tone Procedure. TC failed to dispatch area unit and closest available back up unit. Incident to be addressed internally. Traffic stops. (failed to give proper information from LEADS.) TC was in err, TC thought officers were running activity via MDT and that TC no longer had to run inquires unless requested to do so. Incident handled internally on the night it occurred by the on-duty supervisor.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4361	4/30/2003	4/29/2003	10:53
CAD#:	Shift:	Location of Incident:			
	First	Northtown RD 1 mile W of I39			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Katz		Buchanon	Closed	5/8/2003	Founded
Nature Of Complaint:					
TC failed to dispatch NPD Officer to attempt to locate poss suicidal subject with her kids. Ofcr requested RSQ to the Fire after being advised there was an explosion and parties were injured. TC acknowledged they would be sent, but there was a delay.					
Where was supervisor to have heard but never assisted this new TC.					
Results:					
Each concern is being addressed individually with the TC involved in this incident to reduce the possibility of an error of this magnitude re-occurring.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4360	4/30/2003	4/19/2003	7:13
CAD#:	Shift:	Location of Incident:			
	First	100 W. Front, Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Blain		Wolf	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
Ofc sent to call for a vehicle parked in city bus loading zone. At 0805 hrs ofc asked TCM to send Brown's to his location. Metcom advised Browns contacted. Officer asked TCM to call Browns back at 0821 and check for ETA. Ofc then asked TCM what time he asked for Browns and TCM responded "when I asked for them?" Metcom advised ofc that they had received an ansering machine the first time they called and left a message for the tow. Metcom then advised Browns was in route and Browns arrived a few minutes later.					
Results:					
Unfounded. Officer requested Brown's at 07:57:22. TC called Brown's at 07:59:44 and received a busy signal. TC called Brown's at 08:01:46 and received no answer, the call did not go thru. TC called Brown's at 08:02:46 and got a message saying please hold while the Nextel subscriber is located. Between 08:02:46 and 08:16:11, TC was busy with constant radio traffic. TC called Brown's at 08:17:09 and received an answer. TC never advised officer that he left a message, rather, that the TC had received the answering service the first time. TC further advised that he had finally go thru to Brown's and they were enroute.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4359	4/30/2003	4/25/2003	11:28
CAD#:	Shift:	Location of Incident:			
	First	1222 BroadCreek			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Ashmore		Buchanon	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
Ofcr dispatced to alarm on BroadCreek and was advised by keyholder upon arrival that Ofcrs had been dispatched in early a.m. on alarm at the same location. Ofcer requested that TC check the record of the eariler incident and was advised there was no such call in the CAD. Ofcr cleared from the Call and returned to post and found the history in the CAD.					
Results:					
CAD Error - 1222 BroadCreek was verifying to 1222 Broadmoor. All the history was dumped under the Broadmoor address. When the Ofcr requested the check there was no call logged under BroadCreek. When the Ofcr checked the CAD had been corrected.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4358	4/30/2003	4/29/2003	10:53
CAD#:	Shift:	Location of Incident:			
	First	Northtown Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wikoff		Buchanon	Closed	5/8/2003	returned
Nature Of Complaint:					
Duplicate problem report of #4361.					
Results:					
Returned					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0501	5/1/2003	5/1/2003	7:00
CAD#:	Shift:	Location of Incident:			
	First	Bloomington PD			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goldsberry		Goldsberry	Closed	5/5/2003	Founded
Nature Of Complaint:					
Due to the concern for Ofcr Safety it was determined by all agencies that the location of an Officer on a traffic stop would be called out first. License plate info would follow and it has been built into the Tritech Cad in this sequence. Calling out traffic stops out of sequence tend to cause a delay in putting the Ofcr on traffic by having to scramble around in the CAD trying to fill in the reqired fields					
Results:					
Asst. Chief Sanders addressed this issue via email to all sworn Ofcrs. 04/29/03. If the problem continues Metcom is to document which shift it is occuring and let them know.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0502	5/2/2003	5/2/2003	7:00
CAD#:	Shift:	Location of Incident:			
	First	Bloomington PD			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goldsberry		Goldsberry	Closed	5/5/2003	Founded
Nature Of Complaint:					
Ongoing problem of 1st shift not forwarding the roster prior to the beginning of their shift and when received Ofcrs on the roster that are off duty for the day are listed on the roster working in assigned areas.					
Results:					
Dayshift roster will be sent to Metcom between 0630-0700 hrs. If an Ofcr is given the day off during briefing a new roster w/corrections will be sent after briefing.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3118	5/3/2003	5/1/2003	13:10
CAD#:	Shift:	Location of Incident:			
2003-0021919	First	Ft. Jesse & Veterans Parkway			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stevens		Wilson	Closed	5/8/2003	Unfounded
Nature Of Complaint:					
Officer Henderson was dispatched to a hit and run accident with injuries at Ft. Jesse and Veterans Parkway. Officer Henderson asked the Normal Dispathter to provide Bloomington Police with the description of the skip vehicle and she said she would. Myself and Officer Wood were at the Normal Sub-Station and were monitoring the Bloomington channel. Neither of us heard the information being given to the Bloomington Officers. Much later Officer Cleveland informed the Normal Dispatcher he was going to an address in Bloomington to look for the suspect. Dispatch said they would have a Bloomington Officer meet them there. I asked the dispatcher if the skip vehicle information had been given to Bloomington and I was told it had been given out. Bloomington dispatched an officer to meet with Officer Cleveland and that officer was given the skip vehicle information at that time.					
Results:					
Unfounded. The information was broadcasted to the Sheriff Department units and Bloomington Police Department units. The information was not broadcast in a timely manner. Prompt dispatches to the other agencies will be addressed internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3071	5/7/2003	5/7/2003	1:20
CAD#:	Shift:	Location of Incident:			
	Third	1400 block S East St			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Scott		Wolf	Closed	5/9/2003	Combination
Nature Of Complaint:					
Officer was on routine patrol when flagged down by citizens in the 1400 blk S East St. Citizens stated they were the ones who called and the officer advised he was unaware of any call to send him to this location and he asked what was wrong. Citizens stated there had been a suspicious vehicle parked in front of 1410 S East with a W/M occupant. Officer called Metcom and asked if any calls were pending and he was told no. The resident stated he had called 911 for an officer and was told they would put him down for extra patrol. The resident stated she was expecting to see an officer. The officer called Metcom back to ask call taker if there had been a call and TCM stated there had been an earlier call but caller was 10-56 and the car had already left. Officer advised that even after advising TCM of the address he was out at the call was never entered into the CAD. This particular officer is testing a MDC in his car and was able to see the dispatch screen.					
Results:					
Combination. There was miscommunication between the caller and call-taker as to what the course of action for this call would be. Caller reported the suspicious vehicle after it had left the area. Call-taker took the information about the location and description of the vehicle. Before the call-taker could call the front desk with extra patrol info, the officer arrived on scene in the area. If this was to be handled as an extra patrol, caller should have been referred to the front desk. If not, call should have been dispatched and officers advised to contact complainant. In regards to the CAD not properly reflecting Officer Scott's location, founded. Both telecommunicators involved have been spoken to in reference this incident by shift supervisor.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3072	5/7/2003	5/3/2003	18:11
CAD#:	Shift:	Location of Incident:			
	Second				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Loudenburg		Wolf	Closed	5/9/2003	Founded
Nature Of Complaint:					
<p>Officer called out traffic stop with his location and 10-28 information. Officer then checked his MDC and discovered that the 10-28 on the vehicle returned Suspended for Mandatory Insurance Violation. Approx 3.5 minutes had already passed since calling out the stop. Officer then asked TCM if anything peculiar returned and he was told no except that the registration was suspended. When the officer asked the TCM why he had not been given that information initially the TCM informed the officer it was not their policy to give any information unless asked for it outside a stolen vehicle hit or a 10-99 hit for the registered owner. Officer did contact Spvr Ed Wilson and he was advised that the problem stems from there being no official uniform policy at Metcom pertaining to this issue. Wilson stated he requires TCM's on his shift to give back any information outside of "clear and valid status" with time permitting. Wilson said there was not a policy to cover all shifts yet.</p>					
Results:					
<p>Founded. Metcom telecommunicators have always been required to run LEADS/NCIC inquiries on license plate information provided by officers during the course of a traffic stop, susp veh, motorist assist, etc. Further, Metcom telecommunicators have always been required to alert officers about anything other than a "clear/valid" return. Any instance in which a Metcom telecommunicator has not ran 10-28 information has been in err. It has been reinforced on a shift-by-shift basis that it is the Metcom telecommunicators responsibility to run 10-28 inquiries and alert officers about appropriate information.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4367	5/12/2003	5/9/2003	20:00
CAD#:	Shift:	Location of Incident:			
	First	400 blk S. Allin			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McClusky			Closed	5/14/2003	combination
Nature Of Complaint:					
<p>3 Officers involved in a foot chase. Susp fled into an apt where he was caught and secured. Several others enter the apt. and began to obstruct the investigation. Ofcr. 2 of the Ofcrs called 10-78. TC called for the unit already on scene to go and help. Dispatcher did not broadcast on channel 1 to patrol shift that ProActive unit needed help.</p>					
Results:					
<p>TC did not advise units on Channel 1 of 10-78. TC also handling an armed subject call on channel 1. Officers that requested 10-78 did not identify themselves or give their location in a timely manner.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4366	5/12/2003	5/9/2003	14:00
CAD#:	Shift:	Location of Incident:			
	First	Burger King			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Stanesa	Buchanon	Closed	5/13/2003	Founded	
Nature Of Complaint:					
Officers dispatched to 1801 S. Veterans (Burger King) for an armed subj and it occurred at the Burger King on Clearwater.					
Results:					
TC clicked on the wrong location for premise in the CAD. Incident being addressed with new TC.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4368	5/27/2003	5/23/2003	13:51
CAD#:	Shift:	Location of Incident:			
	Second	706 W. Jackson			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Samllwood	Wolf	Closed	5/29/2003	Founded	
Nature Of Complaint:					
Call classified incorrectly caused a delay in dispatch.					
Results:					
Call was not classified correctly therefore causing a delay in dispatch. Incident handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4371	5/29/2003	5/27/2003	23:05
CAD#:	Shift:	Location of Incident:			
	Third	6 Violet Lane			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Wolf	Closed	5/30/2003	Unfounded	
Nature Of Complaint:					
Incident at 6 Violet Lane and related car jacking call in Willow Creek was poorly handled by Dispatch. TC failed to obtain necessary critical information and failed to answer the radio or address Officers questions. Request that tape is reviewed.					
Results:					
All accusations in this complaint were reviewed and determined to be unfounded.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4370	5/29/2003	5/23/2003	20:20
CAD#:	Shift:	Location of Incident:			
	Second	800 W. Monroe			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wolf	Closed	5/30/2003	Unfounded
Nature Of Complaint:					
Officer out w/2 subjs got into a struggle with one and requested add'l units. Two Officers arrived on scene to find the Officer in a struggle and it was then the broadcast came from Metcom to get add'l units to the location to assist.					
Results:					
Complaint unfounded and contain inaccurate information.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4369	5/29/2003	5/23/2003	19:29
CAD#:	Shift:	Location of Incident:			
	Second	403 Turnberry			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wolf	Closed	5/30/2003	Unfounded
Nature Of Complaint:					
Upon receipt of a Battery call the TC promised the caller that an Ofcr would be dispatched to take a report. Complainant became irate when told by the Ofcr no report was needed.					
Results:					
The TC was very thorough with the caller but never promised the caller anything. The Caller was polite and cooperative with the TC.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3121	6/1/2003	5/31/2003	20:19
CAD#:	Shift:	Location of Incident:			
	Second	Veterans/Jumers			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Kelley		Wilson	Closed	6/2/2003	Founded
Nature Of Complaint:					
TC dispatched BPD & BFD to a 10-50 at Vets & Jumer according to CAD recommendation and ignored NPD Sgt's request for NFD after he had determined it was Normal's jurisdiction.					
Results:					
Incident handled w/TC and CAD recommendation for Vets & Jumers has been corrected in CAD.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4375	6/20/2003	6/13/2003	17:49
CAD#:	Shift:	Location of Incident:			
	Second	211 Eisenhower			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	6/21/2003	Founded
Nature Of Complaint:					
Call entered and dispatched as a Domestic (separated) and suspect was still on scene in another room of the residence.					
Results:					
Founded - Handeled internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4373	6/20/2003	6/13/2003	17:08
CAD#:	Shift:	Location of Incident:			
	Second	601 N. Madison			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	6/22/2003	Unfounded
Nature Of Complaint:					
After Ofcr requested a 2nd unit TC dispatched Ofcr to 601 N Madison and it should have been 601 S. Madison, Jeopardizing Ofcr. Safety.					
Results:					
Ofcr safety was never in jeopardy because the Ofcr on scene requested a camera and nothing more. The TC dispatched the 2nd Ofcr to the correct location and he acknowledge with 10-4. Leaving the TC with the understanding he knew where he was to go.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4374	7/10/2003	7/9/2003	11:39
CAD#:	Shift:	Location of Incident:			
	First	1510 W. Market			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stanasa		Wolf	Closed	7/11/2003	Founded
Nature Of Complaint:					
Armed Robbery At Bank with no alert tones prior to dispatch.					
Results:					
Founded - Handled internally					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4377	7/10/2003	7/10/2003	11:03
CAD#:	Shift:	Location of Incident:			
	First	504 W. Locust			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stanesa		Buchanon	Closed	7/11/2003	Combination
Nature Of Complaint:					
In Progress fight call w/weapons not toned.					
Results:					
Call initially a Battery w/parties separated. In the middle of dispatching call was upgraded to inprogress. Ofcrs already dispatched. TC advised in the future to tone add'l information.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Towanda Fire Department		4302	7/22/2003	7/20/2003	16:07
CAD#:	Shift:	Location of Incident:			
TWF/2003-00000	Second	Mile 171 on Old 66			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smock		Cannon	Closed	7/23/2003	Founded
Nature Of Complaint:					
10-50 Report. Dispatcher dispatched McLean County Rescue per SOP. Fire Department requested them to not be dispatched.					
Results:					
Dispatcher did not do anything wrong, correctly followed SOP. Director has failed to adjust the SOP to reflect that McLean County Rescue not be dispatched until a request is made by Fire Department or Police Department.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4379	7/22/2003	7/21/2003	20:59
CAD#:	Shift:	Location of Incident:			
	Second	308 W. Kelsey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rena		Buchanon	Closed	7/23/2003	Founded
Nature Of Complaint:					
Ofcr dispatched and TC did not get enough information. Upon arrival of Ofcr it was determined the information provided was not passed on and more serious than the TC relayed to the Ofcr.					
Results:					
The Caller was very diffidult to understand with a heavy foreign accent, and the TC did not utilize the language line after determing the language of the caller.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4380	7/24/2003	7/23/2003	17:03
CAD#:	Shift:	Location of Incident:			
200342587	Second	Six Points & Morris			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Pelo	Wolf	Closed	7/25/2003	Unfounded	
Nature Of Complaint:					
The crime in progress tone is being activated for subjects with a BB gun. When a commander questions a TCM why crime in progress tone. The TCM's have stated that it is in their SOP for Armed Subjects. -- BB guns do not fit into the Armed Subject category for the crime in progress tone, especially when the subject is 5 or 10 yrs old. This particular call was not questioned on the air by the commander but L4 did question the call on 071603 at 1225, 11 yr old in backyard with gun.					
Results:					
UNFOUNDED. The caller reporting the incident in the area of Six Points and Morris stated, "... looked like a pellet gun or a bb gun or a pellet gun." To concur with the callers assumption that the gun "looked like" a pellet gun or bb gun would have been reckless on the part of the telecommunicator. To follow the callers assumption that the gun "looked like" a pellet gun or bb gun could have seriously jeopardized officer and public safety. It is also of note that this call did not deal with 5 or 10 year olds, rather 3 m/ws in a moving vehicle. In regards to policy, our current Armed Subject policy makes no mention of pellet or bb guns.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4378	7/24/2003	7/10/2003	18:38
CAD#:	Shift:	Location of Incident:			
200339665	Second	Veterans & Clearwater			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Ziemer	Wolf	Closed	7/25/2003	Founded	
Nature Of Complaint:					
Ofc ran 10-28 and received Alert Tone that vehicle was stolen. Ofc made felony traffic stop. Ofc Ziemer handcuffed the occupants of the vehicle and upon further investigation discovered that the license plates had been reported stolen, not the vehicle. Ofc Ziemer explained the situation to the owner of the vehicle and she stated that she had located the plates after she had reported them but failed to contact the police. The TCM that advised the vehicle was stolen was the TCM who had made the original entry and it was not entered as BPD, it was entered as SO McLean Co.					
Results:					
Founded. TCM misinterpreted LEADS information, therefore improperly alert toning a stolen/missing license plate hit as a stolen vehicle. Incident to be handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4381	8/1/2003		
CAD#:	Shift:	Location of Incident:			
	Power	Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Hoover		Wolf	Closed	8/4/2003	Founded
Nature Of Complaint:					
1. Officer on traffic did not receive correct 10-27, 10-28, 10-29, CQH information in a timely manner. 2. TC delayed in hit procedure and alert tones for a Wanted Person response. 3. TC delayed in returning information on subj that was 10-99, alert tone not activated. 4. TC delayed in notifying Pro-Active units of Shots Fired call being handled by BPD patrol					
Results:					
4 Concerns submitted on 1 form. 3 concerns were valid and 1 concern exaggerated by Ofcr All incidents handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4383	8/7/2003	8/7/2003	1:36
CAD#:	Shift:	Location of Incident:			
	Third	416 Holton			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rena		Wolf	Closed	8/14/2003	Unfounded
Nature Of Complaint:					
Officers were at 416 Holton and apprehended two burglars. Officers cleared emergency traffic twice and finally on channel 1 TCM asked if she could resume normal radio traffic, which we advised she could. TCM advised that officers were at Southgate and had an armed subject with a knife. Ofc Rena advised (on channel 1) that he would be responding to Southgate. Upon Ofc Rena's arrival he was unable to contact any of the officers already on scene. Ofc Rena asked Channel 1 TCM where the officers were at and received no response from Metcom. Another officer arrived to the same location and somehow they discovered (overheard on Channel 2 in the car) that Ofc Hall was in foot pursuit with a suspect. Both Channel 1 and Channel 3 dispatchers failed to advise officers which channel to go to. This created a major officer safety problem. If Ofc Rena's K-9 had been deployed with little to no information an officer or innocent person could be at risk for injury. The TCM's could not even get info out that an officer was chasing a possibly armed subject.					
Results:					
Unfounded and inaccurate information. Officers did not properly clear emergency traffic. TCM did responded to Ofc Rena on the radio. TCM's did advise officers on Ch1 and Ch3 which channel they should be on. Foot pursuit was over before any info could even be broadcast.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4384	8/7/2003	8/6/2003	23:17
CAD#:	Shift:	Location of Incident:			
	Third	805 S. East			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Rena	Buchanon	Closed	8/6/2003	Unfounded	
Nature Of Complaint:					
TC did not inform Ofcr if caller wanted to press charges. TC advised compliance only. Caller stated she would press charges if needed.					
Results:					
TC asked caller if she wanted to speak w/Officer and caller stated NO because she did not want the suspects to know she was calling. Caller stated she would file a complaint if necessary. TC took information and entered it into CAD.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4390	8/15/2003	8/14/2003	17:09
CAD#:	Shift:	Location of Incident:			
200347445	Second	City Hall Annex Scott Health Center			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
wikoff	Wolf	Closed		Founded	
Nature Of Complaint:					
Sgt and Lt were out on homeless subject behind City Hall at the Scott Health Center. S13 called out location and TCM acknowledged "10-04" After Sgt and Lt cleared the call it was discovered that their location had been entered as Scottish Rite Temple, 110 E Mulberry. If the officers had needed assistance or called 10-78 Metcom would not have know their location. If TCM does not understand the officer they need to ask again for verification. This subject was argumentative but did leave the area as requested. Please see attached. Tape requested also.					
Results:					
Founded. Although the officer did not specifically announce to the telecommunicator that they were out at the Scott Health Resource Center at the City Hall Annex, the report is founded. It is founded because the telecommunicator failed to obtain an accurate location from the officer. This resulted in the officer's CAD activity/location being entered incorrectly. To complicate matters, the John M. Scott Health Resource Center, located at the Bloomington City Hall Annex, 109 E. Olive Street, was not entered as a premise in the CAD. It is now. Incident to be handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4388	8/15/2003	8/15/2003	1:19
CAD#:	Shift:	Location of Incident:			
200347535	Third	Central Illinois Regional Airport			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Klepec	Wolf	Closed		Founded	
Nature Of Complaint:					
Officer was sent to the airport to check for a plane that "may have fallen from the sky" this was not the case-- FAA Kankakee Flight Service merely requested an officer to check the airport for the plane because the flight plan had not been cancelled. Instead BFD and an officer were dispatched believing there was a possible crash. Sgt. Klepec called and spoke to Supervisor Wolf about the incident at the time.					
Results:					
Founded. Call taker was confused with the request from FAA Kankakee Flight Service initially, which led to the problems with the call. Also, the radio dispatcher made inappropriate statement. Handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3632	8/15/2003	8/13/2003	20:30
CAD#:	Shift:	Location of Incident:			
200300292	Second	Leroy Fire Station			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Wolf	Closed		Unfounded
Nature Of Complaint:					
Leroy Fireman called via portable radio/Co fire Channel for Leroy Ambulance to be dispatched for 3 y/o child who had hit his head and parents wanted him checked. (This call was heard by several firemen and ambulance personnel) Estimated time elapsed from call-in to page : 4-5 minutes. Firemen called via radio to get times for the report. Dispatched reported 1 minute difference between call-in and dispatched times.					
Results:					
Unfounded. There was no delay of 4 to 5 minutes. Leroy Fire Personnel called Metcom on 154.190 at 20:26:19. At that time requested ambulance for the stated reason. The conversation between Leroy Fire and Metcom ended at 20:27:01. The page tones were activated for Leroy Ambulance at 20:29:08. During the 2 minute 7 seconds gap between when Leroy Fire and Metcom ended their radio conversation and the pagers were activated, the dispatcher answered another unit as required and completed Emergency Medical Dispatch Protocol using ProQA Software as required by EMS Director.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3631	8/15/2003	8/9/2003	7:15
CAD#:	Shift:	Location of Incident:			
200300117	First	22636 E 400 North Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Wilson	Closed	8/16/2003	Founded
Nature Of Complaint:					
Downs & LLMM called to this location for 91 y/o female with fall-related injuries. Leroy crew went to shed to check district area. Called Metcom via radio for page on this call. Told by dispatcher this wasn't Leroy's District. Leroy crew went enroute - was our district - while waiting to hear from Metcom. Metcom radioed after checking map if Leroy's district and "they would update the CAD." (I had an ambulance call that location 2 months ago - no problem with dispatching then)					
Results:					
The CAD initial assignment is correct with the proper agencies for the address (Downs Fire First Responders, Lifeline, LeRoy Ambulance)					
The dispatcher failed in dispatching the call correctly.					
Handled internally					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4387	8/15/2003	8/14/2003	11:00
CAD#:	Shift:	Location of Incident:			
	Third	Tracy Dr/Oak Creek--BPD front desk			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
CSO Smith		Cannon	Closed	8/21/2003	Unfounded
Nature Of Complaint:					
Two vehicles involved in 10-50 pd called Metcom for officer--Metcom advised since the 10-50 had occurred at 0100 hrs they would not send an officer and the people would have to go to the front desk--caller stated they advised Metcom both vehicles were unable to be driven and had to be towed. Caller stated Metcom again refused to send an officer and told them to go to the front desk and they did not need to have their vehicles to make the report. This is not BPD policy on 10-50's copy of tape for phone call requested also.					
Results:					
Policy was followed					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3633	8/21/2003	8/19/2003	16:46
CAD#:	Shift:	Location of Incident:			
	Second	22270 Ridgewood Dr, Downs			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Buchanan	Closed	8/21/2003	Equipment
Nature Of Complaint:					
For an ambulance call in Downs the initial paige was for Downs 1st Responders and Lifeline. LeRoy was not paiged until Lifeline was cancelled by Downs.					
Results:					
Due to continuous changing of primary units requested by LeRoy Ambulance. A jurisdiction problem has occurred in CAD for recommending the correct responders. The response plan for LeRoy Ambulance is being rebuilt to recommend correctly.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3123	9/9/2003	9/3/2003	10:55
CAD#:	Shift:	Location of Incident:			
	1	210 Broadway			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Ijams		Cannon	Closed	9/18/2003	Founded
Nature Of Complaint:					
Bank Robbery. Wrong Tone. No dispatch following tone. Dispatch delay.					
Results:					
Dispatcher initiated the wrong tone by error. Dispatcher thought information had been broadcast when it had not. Appears as though Dispatcher did make the proper attempt to dispatch call correctly. Director is attempting to locate a possible equipment problem that prevented the information from being broadcast					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4392	9/11/2003	9/9/2003	11:42
CAD#:	Shift:	Location of Incident:			
200352790	First	Walmart, 2225 W. Market, Blm			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Underwood		Wolf	Closed	9/12/2003	Founded
Nature Of Complaint:					
Crime in progress tone was sent out on the radio for a burglary in progress and then TCM stated it was a shoplifter in custody. The tone probably should not have been set off for a shoplifter in custody and there were no other problems. Tape requested also.					
Results:					
Founded. Improperly classified. Tone should not have been activated. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3634	9/11/2003	9/8/2003	19:21
CAD#:	Shift:	Location of Incident:			
	1	Tir-Valley Football Field			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Cannon	Closed	9/17/2003	Unfounded
Nature Of Complaint:					
Downs & Lifeline paged for injury. LeRoy not paged until requested. LeRoy should respond to this location as well.					
Results:					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4395	9/24/2003	9/19/2003	12:15
CAD#:	Shift:	Location of Incident:			
	First	BPD front desk			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Vandergraft / Underwood		Buchanon	Closed	9/30/2003	Founded
Nature Of Complaint:					
Caller contacted Metcom on a subject in violation of an OP re/no contact and the subject was also wanted. The caller was referred to Crimestoppers. Incident handled internally.					
Results:					
It is policy to obtain information and dispatch units accordingly.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4396	9/24/2003	9/16/2003	17:19
CAD#:	Shift:	Location of Incident:			
	Second	909 N. Hershey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood / Wikoff		Buchanon	Closed	9/30/2003	Combination
Nature Of Complaint:					
Ofcr dispatched to a call that held for 45 minutes and he was not busy prior to being dispatched.					
Results:					
Call arrived in waiting que for dispatch at 1720hrs. This Ofcr. on warrant attempt arrest and failed to notify dispatch when clear. High priority call came in, he assigned himself causing further delay and was dispatched when he cleared. TC did not contact command after call help for 15 minutes per the SOP. Delay of dispatch caused by Officer & TC. This problem report ties in with 4397. Incident w/TC handled.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4397	9/24/2003	9/16/2003	17:27
CAD#:	Shift:	Location of Incident:			
	Second	715 E. Miller			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood / Wikoff		Buchanon	Closed	9/30/2003	Combination
Nature Of Complaint:					
Call held for 1 1/2 hours before Ofcr was dispatched. Ofcr had blocks of time where he was unassigned.					
Results:					
Attempt was made to dispatch Ofcr. and was advised he would be going to post to speak w/Command, call was placed on hold. Ofcr never made it to post but continued to assign himself to other calls w/knowledge this call was holding. Ofcr was dispatched to a call in his area upon clearing he inquired about the call and was then dispatched. TC violated Call-Holding SOP by not contacting Command. Issue w/TC handled.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Lexington Ambulance Service		3635	9/29/2003	9/25/2003	13:00
CAD#:	Shift:	Location of Incident:			
	First	2997 E. 1000 North Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Moss / Rafferty		Buchanon	Closed	9/29/2003	Unfounded
Nature Of Complaint:					
1000N 29-- E./ Ellsworth. LeRoy's district: Not paged to this location for pt. With difficulty breathing					
Results:					
Location given by caller was not LeRoy's district nor for a breathing problem. Agency & call type was dispatched correctly.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0924	9/29/2003	9/24/2003	17:19
CAD#:	Shift:	Location of Incident:			
	Second	909 N. Hershey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wilson		BPD	Closed	3/16/2003	Founded
Nature Of Complaint:					
Ofcr failed to advise the BPD TC he was clear a warrant arrest. The failure to clear himself from a call contributed to a delayed response to a holding 10-50 PD in his area. See problem report 4396 complaint initiated because the call was held.					
Results:					
Recorder findings - Ofcr failed to advise Metcom when he was clear from his call, adding to the delay of being dispatched to a holding call in his area. Ofcr was originally notified of the call and it was placed on hold. See problem report 4396- re: this complaint where TC was in violation of SOP for not contacting command when call has held for 15 minutes.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1002	10/2/2003	10/2/2003	13:34
CAD#:	Shift:	Location of Incident:			
	First	711 S. Cottage Apt 109			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Baetens		NPD	Closed	10/7/2003	Founded
Nature Of Complaint:					
Unprofessionalism and improper use of radio. Officer dispatched on a 911 hangup debated the location of the call w/TC after he was informed the location was verified, he made an unnecessary comment via radio "I can't wait to see who's right on this".					
Results:					
Dictaphone - The comment was made. Ofcr. Response - He was just making sure the location in CAD was correct.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3636	10/14/2003		
CAD#:	Shift:	Location of Incident:			
	All	LeRoy			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Buchanon	Closed	10/20/2003	Equipment
Nature Of Complaint:					
Radio complaints Sept. 29th - Oct. 10th 1. Initial tones not heard. 2. Dispatcher voice very faint. 3. Excessive static on radio. 4. Radio skip from other counties.					
Results:					
Innotech was contacted when Metcom was notified of problem. Metcom advised LeRoy Ambulance to not stack radio problems but to notify Metcom Administration so the problem can be addressed in a timely manner. Innotech located and repaired a broken part 10/12/03 0445 hrs. No radio problem reported from LeRoy since the repair.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4400	10/15/2003	10/3/2003	22:45
CAD#:	Shift:	Location of Incident:			
	Power				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Gentry		Buchanon	Closed	10/16/2003	Unfounded
Nature Of Complaint:					
Ofcr. Safety Info. Initiated by Pro Actives was dispatched via radio. Ofcr enroute to his post to begin his shift did not get complete information. He requested the info to be sent to his MDT. TC advised this could not be done but would fax it to his station. Ofcr had to return to his station to get the information.					
Results:					
There is no interface between the TriTech CAD and LEADS to forward this information to the MDTS at this time. Since this OSI was initiated b;y BPD should it have been passed from ProActive Command to the on coming shift Commander to insure Ofcrs coming on shift could be informed at Shift briefing.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4399	10/15/2003	10/4/2003	1:48
CAD#:	Shift:	Location of Incident:			
220357727	Third	Bloomington Country Club			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Gentry		Wolf	Closed	10/16/2003	Founded
Nature Of Complaint:					
Ofc responded to alarm call alone without backup. The officer was alone on the call and only received one status check. Possibly TCM could make more frequent status checks on officers, especially when they are alone on alarm calls. See attached: At approximately 0148 Metcom sent Officer Gentry to a burglar alarm at Bloomington Country Club. It was a busy night and Officer Gentry was the only officer sent to the call. Shortly after his arrival Metcom checked his status and he advised he was on foot checking the building. After checking the entire building Officer Gentry also checked a vehicle parked in the lot and then walked back to his patrol vehicle. Once Officer Gentry returned to his squad car he realized that Metcom had not checked his status since he told them he was on foot checking around the building. Officer Gentry estimates that his status had not been checked for approx 15 minutes. It should be noted that even though Officer Gentry is a K9 unit he does not take his dog to check buildings for alarm calls.					
Results:					
Founded. TC conducted 1st status check within policy (3 minutes for high priority call). However, TC did not conduct the 2nd status check within policy (10 minutes after 1st check.) TC was 5 minutes 19 seconds late on 2nd status check. To be reviewed with TC and handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3075	10/16/2003	10/14/2003	22:30
CAD#:	Shift:	Location of Incident:			
	Second	Oak & Market, Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McClusky		Wolf	Closed	10/17/2003	Unfounded
Nature Of Complaint:					
TC Jean failed to return CQH on pedestrian stop. After stop was cleared, CQH information was requested for a second time. TC responded "CQH did not return, I'll run it again." Moments later, CQH information was returned as negative.					
Results:					
UNFOUNDED. Officer did not request a CQH during the pedestrian stop. During the stop the officer requested 10-29 by name and received it. Officer requested descriptors and received them. Also, officer requested dl or id # and received the dl #. Officer cleared with one issued. Four minutes later officer asked if CQH had returned on the subject from the stop. The answer to that question is no, because a CQH was not requested. Please review the requested tape.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3076	10/16/2003		
CAD#:	Shift:	Location of Incident:			
	Second				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
mcclusky		Wolf	Closed	10/17/2003	Unfounded
Nature Of Complaint:					
Anytime/TC Jean. Pick any date and time aforementioned TC is working. TC fails to complete simple tasks set forth by officers in P/A unit. Her lack of attention to detail often puts officers at risk. All P/A officers have discontinued investigations due to safety risks directly related to the TC's failure to do job correctly. TC has not showed negative attitude, but has failed to improve over the past few weeks. If Metcom command wants a separate report for every incident, we will do so. A tape from any night will outline her problems.					
Results:					
UNFOUNDED at this time. Please forward the date and time of occurrence of any incident that warrants investigation. Describe the incident being as specific and factual as possible. The facts of every incident will be investigated thoroughly and if appropriate, action will be taken to resolve any problems.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3077	10/16/2003	10/14/2003	22:00
CAD#:	Shift:	Location of Incident:			
	Second	West Side of Bloomington			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Ryan	Wolf	Closed	10/17/2003	Combination	
Nature Of Complaint:					
<p>Ran two people by name and DOB. TC ran wrong DOB on first person and misspelled first name of second person. Happens all the time.</p> <p>Requested 10-28 and never got a response from TC.</p> <p>Called out on pedestrian and local check on 10-99 subject three times and did not get a response.</p> <p>Request copy of tape for radio traffic for Proactive Unit too.</p>					
Results:					
<p>Combination. #1 DOB was input wrong, however, the DOB was 012884, TC input 012084. When ran together, the dates sound similar. TC did the right thing by repeating the inquiry when it returned no record, therefore the error was caught. Name confused was Derrick and Erick. Again, TC repeated what was input into LEADS, which lead to the error being caught. Officer received correct responses on both subjects. #2 I did not hear a 10-28 request go unanswered. There was a 10-28 out of Wisconsin, that returned clear, no return yet for WI. TC advised officer of that and received acknowledgement. #3 Unit did attempt to call Metcom with pedestrian/locals check and not receive a response. That is unacceptable. The incident did occur during shift change at Metcom which contributed to the problem. There was a new proactive dispatcher taking over and the transition from one dispatcher to the next did not go smooth. Incident to be addressed internally, stressing the importance of a smooth transition from dispatcher to dispatcher. Also, the importance of acknowledging all radio traffic promptly will be addressed.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3124	10/21/2003	10/18/2003	23:00
CAD#:	Shift:	Location of Incident:			
	Third				
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Leopold	Wolf	Closed	10/28/2003	Founded	
Nature Of Complaint:					
<p>TC continually asking Ofcrs to repeat their transmissions. TC called I.D of Officer not on duty and when no response received TC did not check the Ofcrs status. TC attempted to call same Ofcr's ID and was told at that time the Ofcr was not on duty. Ofcr on foot pursuit and TC walked on his radio traffic attempting to get his identifier and location updates. TC dispatching units to location Ofcrs already on.</p>					
Results:					
<p>The Supervisor working the shift this evening observed some of concerns and has found the core of the problem to be multi-tasking and speed. Prior to this complaint the Supervisor was working with the TC to improve performance. The Supervisor has already noticed improvements and will continue to work with the TC.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4401	10/23/2003	10/18/2003	1:03
CAD#:	Shift:	Location of Incident:			
200360471	Third	Chestnut & Madison, Bloomington			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
gentry	Wolf	Closed	10/24/2003	Founded	
Nature Of Complaint:					
<p>Officer Kavanaugh was on foot pursuit from subject that jumped from vehicle as he was making a traffic stop. The traffic stop was called out at Chestnut/Lee however, the vehicle continued and Officer Kavanaugh updated his location. Officer Gentry is called to track suspect, he is put into custody and transported back to the vehicle at Chest/Madison. Officer call Metcom to request Browns for the tow, approx 30 minutes have passed and Officer Smith is still at scene waiting for Browns. Officer Gentry contacted Browns himself by Nextel to obtain an arrival time and was told by Browns drive, Rick that Metcom had contacted him to go to Chestnut/Lee. When Browns arrived and there were no officers at this location Browns called Metcom to confirm the location and again were told Chestnut/Lee. Browns advised Metcom there were no officers at this location and Metcom advised Browns they could 10-22, disregard the call. Officer Gentry advised Browns of the correct location and Browns arrives to tow the vehicle after extended time periods and tying up an officer unnecessarily when the TCM could have contacted the officer to confirm the location instead of having Browns disregard.</p>					
Results:					
<p>Founded. Primary BPD dispatcher was on break when Browns was requested. The dispatcher covering the channel looked at the active incident queue which showed the location as Chestnut & Lee (where the stop originated). Browns was sent to that location. Dispatcher should have looked at the Unit Status queue, which showed all units at Chestnut & Madison (where the vehicle finally stopped). When Browns called back and reported no officers at Chestnut & Lee, the dispatcher second-guessed their decision and told Browns they could disregard the call. Dispatcher should have inquired with officers on the street to determine if Browns was needed and where. To be handled internally.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3757	10/24/2003	10/23/2003	7:59
CAD#:	Shift:	Location of Incident:			
BFF/2003-000656	First	2309 E. Oakland			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Petrovics	Goldsberry	Closed	10/24/2003	Unfounded	
Nature Of Complaint:					
<p>EMS dispatched for a possible cardiac arrest to 2308 E. Oakland and should have been dispatched to 2309 E. Oakland (State Farm). Patient located when LifeLine was flagged down.</p>					
Results:					
<p>Call-taker entered location of incident based on address provided by the caller. Caller also provided a name for the building that should have been added to the Call. All TCs have been advised to include all additional information into the call for dispatch.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4403	10/28/2003	10/24/2003	13:29
CAD#:	Shift:	Location of Incident:			
	First				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Pelo/Underwood		Buchanon	Closed	11/5/2003	Unfounded
Nature Of Complaint:					
<p>Caller concerned w/lack of caring and attitude of TC regarding suicidal subject. TC not in a hurry to assist with this call because caller was placed on hold twice. Metcom contacted the employer of the husband of the suicidal subj and did not give them any information. When the husband of the suicidal subj called Metcom he was put on hold and then transferred to BPD front desk and placed on hold.</p>					
Results:					
<p>Spoke w/ caller - He was confused by all the discussion and re-verification of the details. Caller did not know there were 3 TCs and the Metcom Supervisor working on his call. Caller had no concerns regarding the TCs lack of caring or any attitude reported by BPD. Metcom notified the Sgt on duty of the poss. attempted suicide. Metcom contacted the husband's employer for a current address and was fully assisted when they were told it was an emergency. Upon receipt of the husband's call to Metcom he was on hold less than 30 sec. So TC could get clarification from Metcom Supv. If any info. should be given to the caller. Caller was given number to BPD and told to speak with the Desk Sergeant.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4404	10/28/2003	10/25/2003	13:45
CAD#:	Shift:	Location of Incident:			
	First				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Vandegraff/Underwood		Buchanon	Closed	11/5/2003	Founded
Nature Of Complaint:					
<p>Caller referred to BPD by TC ref. complaint in NPD's jurisdiction. Upon transferring the call to Metcom the TC told PSR no one at Metcom referred the caller to BPD and the TC was rude to the PSR by cutting her off from explaining by stating yeah, yeah, yeah.</p>					
Results:					
<p>Dispatcher forwarded caller to the wrong dept by giving the wrong front desk number to the caller. The call-take was not rude to the PSR. Due to the high volume of calls when she started to get long winded he cut her off by stating "yeah, yeah put him through".</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1026	11/7/2003	10/26/2003	16:21
CAD#:	Shift:	Location of Incident:			
	Second	Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wilson		BPD	Closed	4/19/2004	Referred to B
Nature Of Complaint:					
<p>PSR called BPD Dispatcher for an Ofcr to be dispatched to assist NPD on a runaway that was poss. Involved in a stolen veh.. The PSR failed to give the TC all the information involved in this incident. BPD Sgt. Hoeniges called Metcom and chastised the TC for not getting the necessary information. Supervisor Wilson contacted NPD and was informed this call was on going since late Saturday night and both departments had full knowledge of the situation. At 1500 hrs. the front desk of both departments were aware the person was armed but this information was not passed on to the Dispatcher to advise the Officer creating an Officer Safety Issue..</p>					
Results:					
<p>Unsatisfactory - When incident originally occurred Ofcr Henderson from NPD advised the Metcom Supv. he passed all the information on to PSR Brandon at BPD front desk and was told it would be passed on to the next PSR coming on duty. Because the information was not passed on through their department the PSR only relayed minimum information to the Dispatcher.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1029	11/7/2003	10/29/2003	7:32
CAD#:	Shift:	Location of Incident:			
	First	136 Greenwood			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Hinshaw		BPD	Closed	12/10/2003	Founded
Nature Of Complaint:					
<p>Metcom received a call for dispatch it was entered into CAD and the caller advised it would be 20-30 minutes because Ofcrs were in briefing. 25 minutes later BPD PSR calls Metcom to dispatch on the same call and she was told it was already in and the Ofcr was dispatched. Instead of her telling the caller an Ofcr was enroute she stated here he is and disconnected from the call. The TC was left to deal with this irrate caller.</p>					
Results:					
<p>Response forwarded by Marcy Underwood: PSR handled the incident as directed by the Shift Commander after checking Webview and not locating that the call had been dispatched it was transferred. There have been instances in the past when trying to locate a call for service does not appear in Webview right away.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3639	11/8/2003	11/6/2003	9:23
CAD#:	Shift:	Location of Incident:			
	First	104 N. Pintail, Downs			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Raffery		Wolf	Closed	11/13/2003	Unfounded
Nature Of Complaint:					
<p>LeRoy Amb paged to above address no town given (we assumed LeRoy--called city hall to find this street). Told by firemen this was Downs address. Crew arrived at scene at 0936, requested via radio at 0938 to upgrade call to "Delta--Pt has very low blood pressure." Left scene 0944, asked Metcom what ALS unit was intercepting? Responded that no request was made--our crew member assumed when the call was upgraded to Delta that ALS was paged. Dispatcher reported there was no record of upgrade. Our crew was later told by Lifeline that they heard "delta" upgrade on radio by our crew. Also, not sure what was said by the caller: We were paged for "fall.: Lady had not fallen.</p>					
Results:					
<p>Stated the town name in the second page, which was before LeRoy acknowledged and before they went en route.</p> <p>Reviewed recorder. No radio transmission received from field personnel to Metcom regarding the upgrade of this call. If Lifeline heard the upgrade call, why didn't they respond on their own or call Metcom after 10 minutes passed and they hadn't been paged to respond??</p> <p>First thing caller states, "Yes, I've got a 75 year old woman who was fallen. . . " Also, when 3N36 is telling 3N49 what they have, 3N36 also states the pt fell.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1109	11/12/2003	11/9/2003	18:33
CAD#:	Shift:	Location of Incident:			
	Second	403 N. Veterans			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wilson		BPD	Closed	12/10/2003	Founded
Nature Of Complaint:					
<p>Officer failed to clear from Traffic stop through Metcom or by MDT. TC became aware the Officer was clear when he ended his tour of duty.</p>					
Results:					
<p>Response forwarded by Marcy Underwood:</p> <p>Without the benefit of hearing all the transmissions of the tape it is unfair to state that Officer Zierner was negligent in his job duties or that he was shirking his responsibilities. Officer Zierner advised there as a great amount of radio traffic at the time of his stop therefore he used his best judgement since he was going off shift to wait until he returned to post and called Metcom by phone.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3802	11/14/2003		
CAD#:	Shift:	Location of Incident:			
	First	I55 @ 160 mile marker			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Willan		Goldsberry	Closed	11/18/2003	Equipment
Nature Of Complaint:					
BTFPD not paged with BFD to respond to an MVA at MM160.					
Results:					
CAD Problem - Response plans are not linked to mile markers. The correction is being made by creating the link.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3803	11/14/2003	11/10/2003	15:20
CAD#:	Shift:	Location of Incident:			
	Second	Owens Nursery (Morrisey Dr.)			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Willan		Goldsberry	Closed	11/18/2003	Equipment
Nature Of Complaint:					
On a dual response, BTFPD was not paged to fire alarm at Owens Nursey. BFD was the only agency paged.					
Results:					
CAD Problem - The business was listed in CAD but no response plan was provided by the jurisdictional agency. Both BFD and BTFPD have been contacted and the information required to dispatch to this location has been loaded into CAD.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3804	11/17/2003	11/14/2003	0:39
CAD#:	Shift:	Location of Incident:			
	Third	Woodrig Rd west of Bunn			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Willan		Goldsberry	Closed	11/18/2003	Equipment
Nature Of Complaint:					
BFD was dispatched for a grass fire in the BTFPD. Metcom should have dispatched BTFPD according to run cards for grass and brush.					
Results:					
CAD Problem - The jurisdiction for this intersection was built in as BFD instead of BTFPD. The TC dispatched based on information provided by the CAD. The jurisdiction for this intersection has been corrected in CAD.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3125	11/20/2003	11/19/2003	7:27
CAD#:	Shift:	Location of Incident:			
2003-0056866	1	2000 Eagle Road			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Klinge		Cannon	Closed	11/20/2003	Unfounded
Nature Of Complaint:					
Officer dispatched to property damage accident. Upon arrival Officer is advised that it is a personal injury accident by people on scene. Officer is advised by Unit 5 employees that they made 2 or 3 calls to Metcom and had advised there were injuries.					
Results:					
Metcom received 2 calls and was not advised of injuries. TC asked both times if there were injuries.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3127	11/24/2003	11/20/2003	15:28
CAD#:	Shift:	Location of Incident:			
	Second	Towanda/College			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stephens		Buchanon	Closed	11/25/2003	Founded
Nature Of Complaint:					
Officer dispatched to the wrong location for a 10-50. Dispatched to National City and it should have been Commerce Bank.					
Results:					
Caller gave correct location and TC entered the information into CAD incorrectly. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Carlock Fire Department		3856	12/4/2003	11/14/2003	10:55
CAD#:	Shift:	Location of Incident:			
	First	North of Carlock on Rt 150			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Mohr		Buchanon	Closed	12/9/2003	Unfounded
Nature Of Complaint:					
Carlock dispatched and then paged to cancel. When call was made to inquire why, the TC stated the maps were reviewed and the TC thought it was in Congerville's district. Caller led to believe Congerville had not been called. It would be better if no units are cancelled until proof positive that other entity is able to handle the call.					
Results:					
The investigation revealed that Carlock Fire was dispatched based on 3rd party information given by the caller. After further investigation it was determined the call was in Congerville's jurisdiction and they were contacted. Carlock Fire was then paged to disregard. When the chief called and inquired if Congerville was enroute he was advised that Woodford County had been contacted. We do not have the capability to monitor units from other counties and know when they are enroute or onscene. Our fire SOP does not require McLean County units to standby for out of county responses unless requested by the agency for that jurisdiction.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Carlock Fire Department		3855	12/4/2003	11/24/2003	10:00
CAD#:	Shift:	Location of Incident:			
	First	1200E & 2250N			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Mohr		Buchanon	Closed	12/8/2003	Combination
Nature Of Complaint:					
<p>Message was given to TC and the response was OK. (This type of respnse not expected) Message: (" enough help at scene) this message was not repeated by TC. and because the message was not repeated the unit requesting the msg to be paged out got confused and it took several transmissions to sort it out. TC decided that what was requested wasn't really needed.</p>					
Results:					
<p>We do not have Echo dispatching nor is the 10-codes used for standard dispatching rural fire. (1) Exec. Level determined Echo dispatching was too time consuming. (2) The 10-codes would not be used because the agencies could not get all the members to learn them. Plain english was agreed upon. (3) The TC should have paged that enough help was at scene when requested to do so. No. 3 to be addressed internally. No. 1 & 2 should be readressed to the Fire chiefs and if agreed upon, the Fire SOPs amended to include Echo dispatching and standardized use of the 10-Codes for all the fire agencies.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4406	12/9/2003	12/2/2003	19:22
CAD#:	Shift:	Location of Incident:			
2003-0069055	Second	512 W MULBERRY APT B BLM			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
WALCOTT		Wilson	Closed		Unfounded
Nature Of Complaint:					
<p>Female called 9-1-1 for an officer to standby while her ex-boyfriend removed his property because she had problems with him being violent in the past. The 9-1-1 dispatcher told the caller this was not an emergency and she would have to call on the non-emergency number. This occurred approximately 1910 hrs. A second call was made to 9-1-1 around 1923 hours because the female victim was now being attacked by her ex-boyfriend who was at her residence to collect his property. Officers arrived and arrested the suspect. The female victim called 9-1-1 initially for help because she has a cell phone that will only allow her to call 9-1-1, she was unable to call on the business line for assistance. Officers on the scene believe this situation would not have occurred had the call been taken from the victim when she called 9-1-1 instead of telling her to call back. Tape also requested.</p>					
Results:					
<p>Female called on 911 and requested an Officer to come to 512 W. Mulberry while she drop off some things and that Mr. Thibodo who is renting the apartment won't let her get her things. She stated she was on probation and did not want any trouble. She never stated he was her ex-boyfriend or that there was any previous history of domestic problems or that she was calling from her domestic violence phone. From the information provided by the caller on the initial call it was not an emergency therefore she was directed to call on the non-emergency line. Upon receiving the second call from the sister in which she stated her sister was being attacked the call was treated as an emergency and Officers were dispatched according to policy. Officers are dispatched based on the information provided by the callers. There is nothing built into the system that would distinguish a call from a domestic violence phone from any other cell phone. We can only know this if we are told.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4407	12/9/2003	12/4/2003	22:56
CAD#:	Shift:	Location of Incident:			
2003-0069452	Second	805 S East Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rena		Cannon	Closed	12/10/2003	Unfounded
Nature Of Complaint:					
Twice on 12-4-03 officers were sent to 805 S East Street Bloomington for loud music calls. This address has been a problem for over a year and officers along with Sgt's have advised Metcom this address has scanners and requested the calls for service not be broadcast over the radio. Ofc Rena spoke with the caller, who is becoming extremely frustrated about 805 S East and why the music problems there cannot be resolved. The caller stated that they told Metcom that this address has scanners but both calls were dispatched over the radio and there was no loud music when the officers arrived. The officers believe that something more needs to be done in regards to calls to this address. Possibly flagging the calls and not giving out calls for service to this address over the radio due to the scanners at 805 S East Street. Tape Requested also.					
Results:					
BPD Chief indicated at a Metcom Board meeting that he is opposed to silent dispatch.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3128	12/11/2003	12/9/2003	17:15
CAD#:	Shift:	Location of Incident:			
	Second	701 W. Orlando #J			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Nuttall		Wolf	Closed	12/11/2003	Founded
Nature Of Complaint:					
The alert tone was initiated after an Officer ran a DL but the TC did not give a reason nor announced the Officers location to alert the other Officers. The Ofcers location was not given unit the Lt. requested. When the Officer arrived at the county jail he was informed there were 2 warrants instead of the 1 warrant advised by the TC which required a higher bond amount.					
Results:					
TC found in violation of SOP 98-20192 (Hit Procedure). Incorrectly broadcast computerized hit on a wanted subject. TC also failed to relay all information in the Hit Response to the Officer pertaining the multiple warrants and relaying incorrect bond amount. Incident handled internally according to the disciplinary policy.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Towanda Fire Department		4303	12/18/2003	12/18/2003	0:47
CAD#:	Shift:	Location of Incident:			
	Third	174 & 155 North Split			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Kraft		Buchanon	Closed	12/18/2003	Founded
Nature Of Complaint:					
County Rescue was called for 10-50 before being asked for by Towanda Fire. This violates county fire SOPs and Towanda Fire Box Alarms sheet.					
Results:					
The TC dispatched according to the out dated SOP. Since this report, all the TCs have been refreshed on when to page McLean County Rescue Squad.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3759	12/21/2003	12/22/2003	6:53
CAD#:	Shift:	Location of Incident:			
	Third	14 Heartland Dr. Apt 107			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Adelsberger	Buchanon	Closed	12/23/2003	Founded	
Nature Of Complaint:					
3N17 on scene of a patient not breathing request additional unit (E3) to respond. The unit was paged out but dispatched to the wrong location.					
Results:					
TC got mixed up on the location due to the radio problem of not being able to hear the units and Innotech trying to fix the problem while 2 agencies were out on EMS call of patients not breathing. The radio problem is being worked on and the TC has been advised of the problem and will work on trying to stay on top of multiple calls.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4409	12/29/2003	12/18/2003	1:10
CAD#:	Shift:	Location of Incident:			
	Third	1405 N. Morris			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wright	Wilson	Closed	1/5/2003	Founded	
Nature Of Complaint:					
Officer was dispatched to a cold veh burglary and upon arrival finds a possible residential burglary. The caller already having checked the house asked the Officer to check the basement. The Officer checked the basement and later reviewed the call to find additional comments added to the call had not been relayed prior to Officer's arrival. The call should have been upgraded and a second unit dispatched.					
Results:					
The TC did not notice additional comments had been added to the call. Handled Internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Dale Township Fire Protection District		3826	12/30/2003	12/29/2003	15:43
CAD#:	Shift:	Location of Incident:			
	Second	Rt 66 @ 850 North Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wright	Wilson	Closed	1/5/2003	Founded	
Nature Of Complaint:					
Dale Township FPD not paged to MVA on Old 66 @ Shirley in their jurisdiction.					
Results:					
The TC entered an incorrect location for the MVA that recommended a different response plan.					